

absolute and exclusive control over, and management of, all the property at any time belonging to this Trust, and they shall have the absolute management and disposition of the same.

The Trustees shall only be required to use and exercise ordinary and reasonable care and diligence in the conduct of the said business and the exercise of the said powers in the administration of this Trust, and they shall not be required to give bond for the faithful performance of their duties or for any other purpose in connection with this Trust.

#### ARTICLE VII.

##### RIGHTS AND DUTIES OF TRUSTEES.

Any Trustee may acquire, own, hold and dispose of shares of the Beneficial Interest in this Trust to the same extent as if he were not a Trustee, without being disqualified to act as Trustee, and while owning and holding such shares on his personal account, as a beneficiary, he shall be entitled to the same rights, privileges and interests as any other beneficiary, and he shall not be chargeable with any liability because he is both a Trustee and Beneficiary hereunder. Any Trustee, notwithstanding his fiduciary position may deal with the Trustees in relation to the Trust property as freely as if he were not a Trustee hereunder.

The Trustees shall not be liable for errors of judgment in the exercising of any of their powers hereunder, nor for any loss arising out of any investment, nor for failures to sue for or collect any moneys or properties belonging to the Trust, nor for any act or omission to act in the execution of their powers or discretion, in good faith, and each Trustee shall be answerable and accountable only for his own several acts, receipts, neglects and defaults, and not for those of any other person, Trustee or agent employed by them, or any bank, trust company, broker or auctioneer with whom or in whose hands any trust moneys, properties or securities may be deposited or come.

Liability to third persons for any act, omission or obligation of a Trustee or the Trustees of this Trust, done, suffered or given while acting in such capacity, shall extend to the whole of this Trust Estate, or so much thereof as may be necessary to discharge such liability, but no personal liability shall attach to the Trustee or the Beneficiaries hereunder for any such act, omission or obligation.

Each Trustee shall be indemnified by, and receive reimbursements, including Counsel Fees and all losses and liabilities by him suffered and incurred in the administration of the Trust Estate or any part thereof, except such as may arise from his willful and personal default, and for the payment of such expenses, disbursements, losses and liabilities the Trustees and each of them shall have, and are hereby given a lien on all the Trust property prior and superior to any and all rights and interests of the beneficiaries hereunder.

The death, insolvency, bankruptcy or incapacity of any Beneficiary or Trustee during the life of this Trust shall not operate to terminate this Trust, nor to entitle the representatives of the deceased, insolvent, bankrupt or incapacitated Beneficiary or Trustee to an accounting, or to take action in any court or elsewhere against the Trustees, but the Executor, Administrator, representatives or assigns of such Beneficiary or Trustee shall succeed to the rights of such decedent under this Trust upon surrendering the certificate or certificates for the shares owned by such decedent, and receiving a new certificate therefor.

Shares of beneficial interest hereunder shall be personal property, giving only the rights in this instrument and the certificates therefor, specifically set forth, and the ownership of certificates of Beneficial Interest shares hereunder shall not entitle the beneficiaries to any title to or interest in the Trust property or any part thereof, or any right to call for, demand or secure a partition or division of said property, or for an