

In the case of such vacancy or of the appointment of a new Trustee, or Trustees, the Trust Estate shall immediately vest in the remaining Trustees, or in the new Trustee or Trustees or in any new Trustee or Trustees, jointly with the remaining Trustees, as the case may be. And all Trustees hereunder and their successors in Trust and all additional Trustees which may be selected in the future, shall have the power and authority and be protected by the same provisions and conditions, as the original Trustees hereunder, and shall also be deemed to be confirmed and accepted by the original and all future beneficiaries in the same manner as the original Trustees and their successors, and upon the death, resignation or discontinuance of office of any Trustee, his successor shall succeed to the rights and powers, and be subject to the same duties and liabilities, and have the same compensation as his predecessor.

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(1) The Trustees so constituted shall remain in office until their successors are duly selected by the Trustees as herein provided and until their Trustees may by resolution, increase the number of Trustees, and in case of the death, resignation or inability to act of any of said Trustees, the remaining Trustees shall have the power to accept any resignation and fill any vacancy even though they are less than a quorum; provided, however, that any such action of the Trustees shall be consented to in writing by a majority in interest of the individual Cestius que Trustent.

FOURTH- The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, nor any losses arising out of any investment nor for any act, or omission to act, performed or omitted by them, in the execution of this trust in good faith; nor shall they or any of them, be liable for the acts or omissions of each other, or of any officer, agent, or servant appointed by or acting for them, and they shall not be obliged to file any bond to secure the due performance of this trust by them. Each Trustee shall be responsible only for his own wilful and corrupt breach of Trust, and not for any honest error of judgment, and not one for another.

FIFTH- The Trustees may, from time to time, hire suitable offices or other place for the transaction of the business of the Trust and may appoint, remove or re-appoint servants, agents, or representatives as they may think best, define their duties and fix their compensation, and may delegate the duty of managing the details of said business to a general manager to be chosen by them.

The compensation of the Trustees shall be such an amount as they shall unanimously agree upon not exceeding, however, ten per cent (10%) of the amount disbursed annually to beneficiaries as the proceeds of the administration of said Estate, and not exceeding ten per cent (10%) of the amount of said estate distributed at the termination of the Trust, PROVIDED, HOWEVER, that with the written consent of a majority in interest of the individual beneficiaries the said Trustees may receive such additional compensation as may be so authorized.

SIXTH- The Trustees shall declare proportionate distributions from the net income of the Trust Estate among the beneficiaries annually, or oftener as the Trustees see fit, and the Trustees' decisions as to the amount of distribution and as to using therefor any portion of the surplus fund, shall be final.

They may set aside from time to time, such portion of the net income as shall not be required for distribution for a surplus fund.

SEVENTH- The Trustees shall render an account annually, or oftener, if convenient for them, and upon request deliver or mail to each Cestius que Trustent a copy, which account shall be taken from proper books to be kept by the Trustees which shall, at all reasonable times, be open to the inspection of each beneficiary.