

(b) There shall be assembled meetings of the shareholders, matters, proposals or issues requiring the consideration, consent, vote or ratification of the shareholders shall be by referendum through the mails to each shareholder individually, and not be submitted to the shareholders collectively. In event a vacancy occurs on the Board of Trustees the remaining Trustees after filling the vacancy for the fiscal year, may obtain the individual consent of the shareholders to continue in permanent effect for the full term of the original trustees, any appointment they may have made in filling such vacancy, which approval or consent when given by the holders in interest of at least two thirds of the shares outstanding shall be binding on all of the shareholders.

(c) This agreement and Declaration of Trust may be altered or amended except as regards the liabilities of the Trustees upon the Trustees securing the vote or consent of the holders of at least two-thirds of the shares then outstanding; provided notice of the proposed amendment or alteration shall have been given in the referendum or request for said consent or vote, and in case of said amendment or alteration the same shall be certified to by the present presiding officer of the Board of Trustees and countersigned by the secretary or at least one of the Trustees and shall be attached to and made a part of this agreement, and a copy thereof shall be filed in the office of the official where this instrument has been filed.

(d) On any proposition or referendum submitted to the shareholders each holder of shares shall be entitled to one vote for each share held by him, and any shareholder may vote by proxy. Cumulative voting shall not be permitted.

Twelfth: (a) The death of a shareholder or Trustee during the continuance of this Trust shall not operate to determine the Trust, nor shall it entitle the legal representative of the deceased shareholder to an accounting, or to take any action in the courts or elsewhere against the trustees, but the executors, administrators, or assigns of the deceased shareholder shall succeed to the rights of said decedent under this trust upon surrender of the certificates of shares owned by him.

(b) The ownership of shares hereunder shall not entitle the shareholder to any title in or to the trust property whatsoever, or right to call for a partition or division of the same, or for an accounting or for any voice or control whatsoever of the Trust property or of the management of the Trustees.

Fourteenth: (a) The Trustees shall have no power to bind the shareholders personally, and all persons or corporations extending credit to, contracting with, or having any claims against the Trustees shall look only to the funds and property of the Trust, for payment under such contracts or claim, or for any debts, damages, judgments, or decrees, or for any money that may otherwise become due and payable to them from the Trustees, so that neither the Trustees nor the shareholders present or future, shall be personally liable therefor.

(b) In every written order, contract or obligation which the Trustees shall give or enter into, it shall be the duty of the Trustee to stipulate or indicate in appropriate language that this Company is a Trust Estate so that neither the trustees nor the shareholders shall be held to any personal liability under or by reason of such contract, order or obligation.

Fifteenth: (a) This Trust shall continue from the date hereof for a term of fifty (50) years, at the termination of which the Board of Trustees shall proceed to wind up its affairs, liquidate its assets, and distribute the same among the holders of the shares according to the value or priorities therein expressed. Provided however, that if prior to the expiration of said period the holders in interest of at least two thirds of the shares then outstanding, shall consent to terminate or continue in existence for a further like period or such shorter period as may then be determined.