

appointment shall be deemed advisable for the full protection of the noteholders hereunder nor unless the Trustee herein named, or his successor, or the said Assets Realization Company, or the holders of a majority in amount of the notes, shall deem such appointment expedient for any cause.

ARTICLE ELEVEN.

MISCELLANEOUS.

Section 1. The Trustee for himself and his successor or successors and assigns accept the trusts and assume the duties hereby created and imposed upon him, but upon the following terms and conditions:

(1)

The recitals of fact contained herein and in the notes issued under the authority hereof shall be understood as made solely by the Companies collectively, jointly, severally and respectively, and shall not be construed as made or vouched for by the Trustee.

(2)

The Trustee shall have no responsibility as to the validity of this indenture or of the lien purporting to be hereby created, or as to the execution, acknowledgement, recording, filing, refiling, renewing or extending thereof, or as to the title or value of the property hereinbefore described; it being understood that neither the Trustee nor any of his agents has or claims to have any knowledge in regard thereto.

(3)

The Trustee shall not in any way be liable or responsible for the consequences of any breach on the part of the Companies or any of them of any of the covenants herein contained; or for the application or use by the Companies or any of them or any person or persons receiving the same from the Companies or any of them or the Trustee of the notes certified and delivered by the Trustee hereunder, or of the proceeds therefor.

(4)

The Trustee shall be under no duty to pay or to keep himself informed as to the payment of taxes or assessments upon the trust estate, or to insure or renew any insurance against fire or other damage upon any portion thereof, nor shall he be liable or responsible for the collection or adjustment of any insurance in case of loss. The Trustee in his discretion and at the expense of the Companies or any of them or of the trust estate may do or procure to be done any or all of the matters or things in this indenture set forth; but no such action on his part shall be construed as a waiver of his exemption from responsibility therefor.

(5)

The Trustee shall not be required to take notice nor be charged with notice of any event creating or constituting a default hereunder unless specifically notified in writing of such default.

(6)

The Trustee may select and employ in and about the execution of the trusts hereby created and the duties hereby imposed, suitable agents and attorneys; and the Trustee shall not be liable for the neglect, omission, mistake, or misconduct of any such agents or attorneys - reasonable care being exercised in their selection. The Trustee shall not be liable for any loss or damage not caused by his own negligence or default.

(7)

The Trustee shall have a lien upon the trust estate and the proceeds thereof, paramount to the lien of the notes issued hereunder and the interest thereon, for his reasonable