

Trustees to their full satisfaction from any and all costs and expenses, bills and counsel fees, and other reasonable disbursements and damages for which they might become liable or responsible, in proceeding to carry out such request or demand.

And any action taken by the Trustees upon the request of any person who at the time is the holder or owner of any bond or bonds, coupon or coupons hereby secured, shall be conclusive and binding upon all persons who may hereafter become the owners of the same bond or bonds, coupon or coupons; and the Trustees may in their discretion, as a condition precedent to taking any action based upon the request of any such holder of bond or bonds, coupon or coupons, require the holder and owner of such bond or bonds, coupon or coupons, to deposit the same with the Trustees, to be held by the Trustees during the pendency of any action or proceeding so requested to be taken.

Section 4. All recitals herein contained are made on behalf of the Company. The Trustees assume no responsibility as to the correctness of any statements herein contained, nor do the Trustees assume any responsibility as to the correctness of any of the information contained in or statements made in the Cruise Book herein referred to.

The Trustees and their successors shall have no responsibility as to the validity of this deed of trust mortgage, nor as to the execution or acknowledgment thereof, nor as to the amount or extent of the security afforded by the property covered by this deed of trust, and the Trustees shall not be in any way liable for the consequences of any breach on the part of the Company of any of the covenants herein contained or for any act or thing hereunder, nor shall the Trustees be under any obligation to see to the recordation of this instrument, either as a mortgage upon real estate or as a chattel mortgage upon personal property, nor to renew or re-record the same if any such new recordation or renewal shall at any time become necessary for the continued validity hereof.

Section 5. The Trustees shall be entitled to receive compensation for all services rendered by them or either of them in the execution of the trust hereby created, and the Company covenants and agrees to pay such compensation as well as all expenses properly incurred or disbursements properly made by the Trustees or either of them from time to time, upon demand, and for the payment of such compensation and expenses the Trustees shall have a first lien upon all the property mortgaged hereunder, and shall be entitled to be a decree establishing such first lien and directing the payment thereof, in any decree which may be entered in any court for the foreclosure of this deed of trust.

Section 6. The Trustees shall not be responsible for the genuineness of any signature of any party to any document executed by any person whomsoever, in accordance with or in pursuance of the terms of this Indenture, but may without any liability on their part, assume as genuine any purported signature by any person, officer, or corporation to any such instrument, and shall be protected in acting upon any notice, request, consent, certificate, resolution, affidavit, bond or other paper or document, believed by them to be genuine, and to have been executed, signed or made by the party purporting to make, sign or execute the same.

Section 7. The Trustees shall not be personally liable for any debts contracted by them or either of them, nor for damages to person or property involved, nor for sales or nonfulfillment of contracts during any period or periods during which the said Trustees or either of them may manage the entrusted property or premises as herein provided, but any such obligation so contracted shall be liens only upon the trust estate, and not personal obligation against the Trustees or either of them.

Section 8. Where the Trustees have demanded or received indemnity under the provisions of this trust deed, and it shall afterwards appear, in the judgment of the Trustees, or either of them, that the indemnity so demanded or received is, or may become, insufficient, the Trustees shall not be required to continue any further action hereunder until additional indemnity shall have been furnished to the said Trustees.