

OR ON ACCOUNT OF ANY ACTS OF THE COMPANY, ITS AGENTS OR SERVANTS OF ANY KIND, CHARACTER OR NATURE WHATSOEVER. THE TRUSTEE SHALL HAVE NO RESPONSIBILITY AS TO THE VALIDITY OF THIS DEED OF TRUST, NOR AS TO THE EXECUTION OR ACKNOWLEDGMENT OF THE SAME, NOR AS TO THE AMOUNT OR EXTENT OF THE SECURITY AFFORDED BY THE PROPERTY COVERED HEREBY, NOR AS TO THE TITLE OF ANY OF THE MORTGAGED PROPERTY; NOR SHALL THE TRUSTEE BE HELD RESPONSIBLE FOR THE CORRECTNESS OR ACCURACY OF ANY STATEMENT OR STATEMENTS OF THE COMPANY, WHETHER HEREIN CONTAINED OR OTHERWISE; IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE RECITALS HEREIN AND IN SAID BONDS CONTAINED ARE MADE BY AND ON BEHALF OF THE COMPANY AND ARE BINDING UPON IT, ITS SUCCESSORS AND ASSIGNS. THE TRUSTEE SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBTS CONTRACTED BY IT, OR FOR DAMAGES TO PERSONS OR PROPERTY INVOLVED, OR FOR SALARIES OR NON-FULFILLMENT OF CONTRACTS DURING ANY PERIOD WHEREIN IT, THE TRUSTEE, SHALL MANAGE THE TRUST PROPERTY OR PREMISES AS HEREINBEFORE PROVIDED, AND SHALL NOT BE RESPONSIBLE FOR INSURING THE MORTGAGED PROPERTY NOR FOR PAYING TAXES, ASSESSMENTS, LIENS AND CHARGES UPON THE SAME, NOR FOR COLLECTING ANY INSURANCE MONEYS.

SECTION 2. THE TRUSTEE SHALL NOT BE UNDER ANY OBLIGATIONS TO TAKE ANY ACTION TOWARD THE EXECUTION OR ENFORCEMENT OF THE TRUST HEREBY CREATED, WHICH IN ITS OPINION SHALL BE LIKELY TO INVOLVE IT IN EXPENSE OR LIABILITY, UNLESS ONE OR MORE OF THE HOLDERS OF THE BONDS HEREBY SECURED SHALL AS OFTEN AS REQUIRED BY THE TRUSTEE, FURNISH IT WITH THE MEANS THEREFOR AS MAY BE DEMANDED BY THE TRUSTEE, AND ALSO WITH REASONABLE AND SATISFACTORY INDEMNITY AGAINST SUCH EXPENSE OR LIABILITY; NOR SHALL THE TRUSTEE BE REQUIRED TO TAKE NOTICE OF ANY DEFAULT HEREUNDER UNLESS NOTIFIED IN WRITING OF SUCH DEFAULT BY THE HOLDER OF ANY OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING, OR TO TAKE ANY ACTION IN RESPECT OF ANY DEFAULT UNLESS REQUESTED SO TO DO IN A WRITTEN INSTRUMENT SIGNED BY THE HOLDERS OF BONDS IN THE AMOUNT HEREINBEFORE PROVIDED AND BE TENDERED INDEMNITY AS AFORESAID, ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING; BUT NEITHER ANY SUCH NOTICE OR REQUEST, NOR THIS PROVISION THEREFOR, SHALL AFFECT ANY DISCRETION HEREIN GIVEN TO THE TRUSTEE TO DETERMINE WHETHER OR NOT IT WILL TAKE ACTION IN RESPECT OF SUCH DEFAULT OR TO TAKE ACTION WITHOUT SUCH REQUEST.

SECTION 3. THE TRUSTEE SHALL BE ENTITLED TO BE REIMBURSED FROM TIME TO TIME BY THE COMPANY FOR ITS PROPER OUTLAYS OF ANY SORT AND NATURE BY IT, THE TRUSTEE, MADE OR FOR WHICH IT MAY BE OBLIGATED IN THE DISCHARGE OF ITS TRUST INCLUDING DISBURSEMENTS FOR ABSTRACTS OF TITLE AND CONTINUATION THEREOF, AND ALSO ITS REASONABLE COUNSEL'S FEES, AND TO RECEIVE A REASONABLE AND PROPER COMPENSATION FOR ANY DUTY WHICH IT, THE TRUSTEE, MAY AT ANY TIME PERFORM IN THE DISCHARGE OF THE SAID TRUST, INCLUDING PROPER COMPENSATION FOR CERTIFYING SAID BONDS AND FOR REGISTERING ANY OF THE SAME THAT MAY BE PRESENTED FOR REGISTRY UNDER THE TERMS HEREOF, AND FOR ANY AND ALL OTHER ACTIONS OR SERVICES WHICH IT MAY BE CALLED UPON BY ANYONE TO PERFORM OR RENDER UNDER THE TERMS OF THIS DEED OF TRUST; AND ALL DAMAGES SUSTAINED OR INCURRED BY THE TRUSTEE BY REASON OF OR ON ACCOUNT OF ANY NEGLIGENCE OF ANY OF ITS OFFICERS, AGENTS OR SERVANTS SELECTED OR RETAINED WITH REASONABLE CARE IN THE PERFORMANCE OF ITS TRUSTS HEREUNDER, TOGETHER WITH SUCH OUTLAYS, FEES, COMMISSIONS, COMPENSATION AND DISBURSEMENTS HEREUNDER, SHALL CONSTITUTE A LIEN UPON THE PROPERTY AND PREMISES HEREBY CONVEYED IN TRUST PRIOR TO ANY OTHER CLAIM HEREUNDER.

SECTION 4. IN CASE AT ANY TIME IT SHALL BE NECESSARY AND PROPER FOR THE TRUSTEE, OR ITS SUCCESSORS, TO MAKE ANY INVESTIGATION RESPECTING ANY FACT PREPARATORY TO TAKING OR NOT TAKING ANY ACTION, OR DOING OR NOT DOING ANYTHING UNDER THIS TRUST DEED, AS THE TRUSTEE, THE CERTIFICATE OF THE COMPANY, UNDER ITS CORPORATE SEAL, SWORN TO BY ITS