

By executing this instrument Title Guarantee & Trust Company, the trustee herein named, as the party of the second part, hereby accepts the trust created and agrees faithfully to execute the same upon the following conditions:

(a) That said Trustee may employ and act through agents or attorneys in any matter relating to this trust, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it, provided only that such agent or attorney shall have been selected with reasonable care.

(b) The trustee shall not be liable or responsible for insuring the Trust Estate or for renewing any policy of insurance or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements to be performed by the Company, or to ascertain whether or not all taxes, charges, assessments or liens which should be paid and discharged for the benefit of the Trust Estate, but the Trustee may at its option make or renew such insurance or pay and discharge any such taxes, charges, assessments or liens in case of default in any such respect by the company and shall be entitled to reimbursement therefor from the Company.

(c) The Trustee shall not be under any obligation to inspect the Trust Estate from time to time to ascertain whether or not the same is being preserved, maintained and cared for as the company herein agrees to do until a written request is presented to it by the holders or owners of at least one-third of the outstanding bonds requesting that the Trustee do so, and in case any expense is incurred by the Trustee in the performance of such duty the Company shall reimburse the Trustee therefor but no such request shall in any way limit any right or discretion herein given to the Trustee to determine whether or not the Trustee shall take notice of or action upon any breach, default, miscarriage, refusal or neglect of the Company in failing to comply with any of the provisions of this instrument.

(d) The Company hereby agrees to furnish the Trustee with all such information desired by the Trustee pertaining to the management, control and operation of the business of the Company during the existence of this deed of trust, from which can be ascertained the true condition of the affairs of the Company, and it also agrees at all reasonable times to give the Trustee access to its books and records for the purpose of gathering such information and data as in the judgment of the Trustee it should have to ascertain the true condition of the Company's affairs.

(e) The Trustee shall be liable only for its own fraud, misrepresentation, willful misconduct or gross negligence and a failure to execute the duties herein imposed in a reasonable and business-like manner.

(f) The Trustee shall, upon demand, be reimbursed by the company and be indemnified against any liability, costs, damages, or expenses which may be sustained or incurred by it in the execution of the obligations herein created, including the necessary reasonable compensation of all agents, attorneys and counsel employed by it, and it shall have a lien in priority of all other liens upon the trust estate for all such compensation, costs, damages, expenses, or the amount of any such liability.

(g) The Trustee shall be entitled to a reasonable compensation for all services rendered by it in the execution of the trust hereby created, and the company agrees to pay the Trustee, upon demand, such compensation, as well as all expenses necessarily incurred or disbursed by the Trustee hereunder, which shall, until paid, be a prior lien upon the trust estate and each and every part thereof.

When all of the principal and interest of all of the bonds which are issued hereunder are paid and discharged in full, the Trustee shall, upon the written request of the Company, enter a proper and full satisfaction of this mortgage upon all proper records