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It is expressly understood that the Trustee is in no way personally obligated, liable or responsible for any of the statements, covenants, representations, or obligations contained in this Indenture, or in the notes secured hereby, or in any way or manner whatsoever in connection herewith, and his capacity is only one of trust as Trustee, with powers and duties set forth in this Indenture, and neither the Company, nor any of the officers, stockholders or directors, nor any note holders, nor any purchaser at any sale which may occur under authority of this Indenture, shall have claim or demand against the said Trustee in his personally or individually capacity/

The Trustee shall not be liable for the performance of any of the duties in the care of the Trust Estate, nor for the performance of any of the acts incumbent upon the Company to be done in connection with the protection and preservation of the Trust Estate. The Trustee shall not be bound to recognize any persons as the holder of a note entitled to the benefit of the provisions hereof, or take any action at his request unless such notes shall have been deposited with said Trustee or submitted to his inspection, and, if required, unless such holder shall satisfactorily establish his title thereof. Every action taken by the Trustee of any owner of any note shall be conclusive and binding upon said owner, and all liability therein incurred shall be the liability of such owner.

The Trustee shall not be personally liable for any debts contracted by him as such Trustee, nor for damages to persons or property involved, nor for sales or non-fulfillment of contracts during any period or periods during which the said Trustee may manage the mortgage property as herein provided, but any such obligation shall be liens only upon the Trust Estate, and not personal obligations against the Trustee.

The power of the Trustee to make any declaration, demand, election or request, or to take any proceedings, in or out of court, shall not be exhausted by one exercise thereof, whether followed by a waiver and restoration or not; but all powers of the Trustee may be exercised whenever and so often as there shall be occasion therefor.

The Trustee 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 liability on his part, assume as genuine any purported signature by any person, officer or corporation to any such instrument, and shall be protected in acting under or upon any notice, request, consent, certificate, resolution or other paper, writing or document believed by him to be genuine and correct, and may in the discharge of his duties hereunder act upon the information or advice of any attorney, accountant or other expert retained by him or by the Company, and shall not be liable for the loss resulting from any action or non-action in accordance with any such information or advice. The Trustee shall have and is hereby given power and authority to, at all times, take all steps and proceedings and do all things which, in his judgment and discretion, he may deem advisable to do, in order to protect and preserve the Trust Estate and in this connection he is authorized to employ such counsel, agents and employees and representatives as he deems necessary, and all reasonable expenses so incurred shall be an indebtedness against the mortgaged property secured by this Indenture, and payable by the Company on presentation of statement therefor.

It is expressly understood and agreed and made a part of this instrument that an extension or extensions may be granted and made by the Trustee, without notice to the maker or any endorser of the indebtedness secured hereby, of the time of payment of all or any parts of the indebtedness (principal and / or interest) hereby secured, without in anywise altering, varying or diminishing the force, effect or lien of this instrument, or the liability of the maker or any endorser of said indebtedness or any part thereof.