

B. The trustee shall not be responsible for the application, investment or other disposition of any funds or property held or managed by, or otherwise subject to direction by, any person other than the trustee. The trustee shall not be responsible for the application of any funds or property held by him under this Agreement which have been paid to the Bank, or which have been paid to third persons pursuant to the Trust, this Agreement, or directions of the Bank.

C. The trustee shall not be liable for any losses resulting from any other fiduciary's breach of duty, unless the trustee had knowledge of such breach of duty or should have had knowledge of such breach of duty, and did not make reasonable efforts under the circumstances to remedy such breach.

D. The trustee shall not be liable with respect to any breach of fiduciary duty if such breach was committed before the trustee became a fiduciary or after he ceased to be a fiduciary.

ARTICLE VII

Indemnification

The Citizens and Southern National Bank as an affiliate of the employer of the trustee shall indemnify and hold harmless the trustee from and against any and all claims, losses, costs, expenses (including, without limitation, attorney's fees and court costs), damages, actions or causes of action arising from, on account of or in connection with the performance by the trustee of his duties in his capacity as trustee hereunder, other than such of the foregoing arising from, on account of or in connection with the bad faith, negligence or breach of trust of the trustee so acting.