

pay or cause to be paid the other sums payable hereunder by the Company, including, in case of previous default, any expense of the Trustee incurred to date, and shall well and truly keep and perform all the things therein required to be kept and performed by it, according to the true intent and meaning of this indenture, then and in that case, at the election of the Company all the trust property then subject to this indenture shall revert to the Company, and the estate, rights, title and interest therein of the Trustee shall thereupon cease, determine and become void, and in such case the Trustee, on demand of the Company, shall execute proper instruments, acknowledging satisfaction of and discharging this indenture and shall re-deliver or re-convey to the Company any and all land and other property comprised in the trust held by it hereunder, accompanied by proper instruments or assignment and transfer; otherwise, this indenture shall be, continue and remain in full force and virtue.

#### Article VI

Section 1. The Trustee shall not be answerable for the default, neglect, error or misconduct of the Company, or any agent or attorney appointed by the Trustee in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, nor for the statements, communications, or act of any one in regard to purchase money obligations, or in reference to any other fact or circumstance relating to this trust or its performance, provided, the Trustee believes such statements, nor for anything whatever in connection with this trust; except its own willful misconduct or gross negligence. The Trustee shall not be under any obligation to institute, appear in, conduct or defend any suit or litigation or to take any action toward the execution or enforcement of the trusts hereby created, which in its option, will

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