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and all proceedings or any sale under the provisions of this First Mortgage or for the foreclosure of this First Mortgage, or for the appointment of a receiver.

ARTICLE VII.

CONCERNING THE TRUSTEE

Section 1. The trusts created hereby are accepted by the Trustee upon the following conditions and no other, viz:

First: The Trustee hereunder for the time being, shall not incur any liability nor responsibility whatever in consequence of permitting or suffering the Company to retain or to be in possession of the properties and estate hereby mortgaged or conveyed, or intended so to be, nor for permitting, or suffering the Company to use, lease or operate said properties and estate hereby mortgaged, and receive, use and enjoy all benefit and income derived from same; nor shall the said Trustee be or become responsible or liable for any injury or damage which may be done or at any time occur to the said properties, nor shall the said Trustee be or become in any way responsible for the consequences of any breach on the part of the Company, its successors or assigns, or its agents, of any of the covenants herein contained, nor for any act of the Company, its agents, servants, successors or assigns, nor for, nor on account of, any error in judgment or discretion, nor on account of any matter or thing under the terms and provisions hereof left to such judgment or discretion, nor for any cause, matter or thing whatsoever, except the wilful and intentional breaches by the said Trustee of the trusts hereby created and expressed.

Second: The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or for the amount or extent of the security afforded by the property covered hereby, or for the recitals herein, or in said bonds contained, all such recitals being and to be taken as the statements of the Company, nor shall it be accountable for the use of any bonds, certified and delivered by the Trustee hereunder, or for the application of the proceeds of such