

## COMPENSATION OF TRUSTEE

14. Trustee shall be entitled to reasonable compensation for all services rendered and expenses incurred in connection with the assumption, administration and termination of this trust.

## BORROWER PAYS TRUSTEE

15. Borrower agrees to pay all fees, charges, costs, expenses and other compensation of Trustee or any substitute trustee for all services performed hereby and hereunder. Metropolitan may, in its sole discretion, without any obligation on its part to do so, advance to Trustee any sums which Borrower is required but fails to advance, and such sums advanced shall be a debt owed by Borrower to Metropolitan, payable immediately, and shall be secured by the pledge and lien of this Indenture equally with the Notes. Borrower will indemnify Trustee and any substitute trustee for, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part. If Metropolitan terminates this Indenture as provided in Section 17, other than after an Event of Default as defined in the Purchase Agreement, then Metropolitan agrees to pay all costs of effecting the transfer of title and all documents to itself.

## TRUSTEE ASSUMES TRUST

16. Trustee joins in the execution hereof for the purpose of indicating its intention of taking upon itself the execution of the trust herein created. Trustee shall not be liable to any person except for its own acts constituting negligence or bad faith.

## TERMINATION AND SUBSTITUTION

17. It is specifically understood and agreed that Metropolitan may terminate this Indenture, if an Event of Default, as defined in the Purchase Agreement, shall have occurred, immediately upon demand to the Trustee, and at any other time upon 10 days prior notice to Borrower and Trustee. Metropolitan shall have and is hereby given the right to appoint a substitute Trustee, which may be Metropolitan itself, at any time and from time to time whenever Metropolitan, in its sole discretion, desires to do so. Trustee may resign at any time upon at least 30 days written notice to Metropolitan and Borrower and in such case Metropolitan may appoint a substitute trustee. Upon such termination, resignation or substitution, Trustee and Borrower shall deliver, upon Metropolitan's request, to Metropolitan or its designee all Pledged Documents and all books, accounts and records of whatever sort which pertain to the Pledged Documents, together with all cash payments received and not theretofore remitted to Metropolitan, and Trustee shall also deliver to Metropolitan or its designee at such time proper assignments of each Pledged Mortgage in recordable form and duly executed by Trustee and endorse each Pledged Note without recourse to the order of Metropolitan or its designee. If Metropolitan terminates this Indenture it shall take possession of all Pledged Documents as pledgee and all rights and duties of Trustee under this Indenture shall thereupon devolve upon Metropolitan.

## FURTHER ASSURANCES

18. Borrower and Trustee covenant and agree to execute and deliver to Metropolitan at any time and from time to time such other and further documentation as may, in the sole judgment of Metropolitan, be necessary or desirable in order to effectuate and carry out the purposes of this Indenture and the terms of the Purchase Agreement.