

MORTGAGE OF REAL ESTATE

for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

ARTICLE IV  
Concerning the Trustee

Section 1: The Trustee accepts the trusts of this Indenture and agrees to execute them subject to the following terms and conditions:

- (a) neither the Trustee, its agents or attorneys, nor any holder of any note or notes hereby secured, shall incur any personal liability on account of anything done or omitted under the provisions of this Indenture, except in case of gross negligence or misconduct;
- (b) the Trustee shall not be responsible for the execution or validity of this Indenture or of the notes, nor for, or in respect of, the title of the Corporation to, or the sufficiency of, the security provided herein, nor for the genuineness or validity of any conveyances, transfers, or assignments of any property intended to be subject to the lien hereof; and
- (c) whenever it is hereby provided that the Trustee may enforce any remedy, or give any notice to or make any demand upon the Corporation for any reason or purpose whatsoever, the Trustee in no event shall be required to enforce such remedy, give such notice, or make such demand unless the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall have first requested the Trustee in writing to enforce such remedy, give such notice, or make such demand, but the Trustee agrees that, in the event any such request shall be made to the Trustee that it enforce any such remedy, or give any such notice to, or make any such demand upon the Corporation, it will forthwith proceed to enforce the remedy, give the notice, or make the demand, as the case may be.

Section 2: Any trustee at the time acting hereunder may resign and be discharged from the trusts created by this Indenture by giving to the Corporation and to the holders of notes then outstanding notice in writing of such resignation by registered mail addressed to the respective holders of notes at their last known addresses at least sixty (60) days prior to the date when such resignation shall take effect, and by filing a duly executed and acknowledged counterpart original of such resignation for record in the several offices in which this Indenture shall be recorded. Any such resignation shall take effect on the day specified in such notice given in accordance with the foregoing unless prior to such date a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the filing by such successor trustee of any instrument accepting such appointment as provided in section 3 of this article IV. Any trustee acting under this Indenture may be removed at any time by an instrument in writing executed by or on behalf of the holder or holders of not less than a majority in principal amount of the notes at the time outstanding and filed with the Trustee and for record in the several offices in which this Indenture shall be recorded, and such removal shall be effective on the date designated in such instrument for the termination of the duties of such Trustee.

Section 3: In case at any time the Trustee hereunder shall resign or shall be removed or shall become incapable of acting, or in case a vacancy shall arise from any cause in the trusteeship hereunder, a successor trustee (which need not be a corporate trustee) may be appointed by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding by filing for record in the several offices in which this Indenture shall be recorded an instrument of appointment of such successor trustee executed by or on behalf of the holder or holders of notes in the principal amount hereinabove specified. Any successor trustee appointed hereunder shall execute and deliver to the Corporation and shall cause to be filed for record in the several offices where this Indenture shall be recorded, and instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed, or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, and duties of the predecessor in trust hereunder, with like effect as if originally named as trustee in this Indenture; but, nevertheless, on the written request of the Corporation or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, trusts, and duties of the trustee so ceasing to act; and, upon request of any such successor trustee or the Corporation, the trustee ceasing to act shall make, execute, acknowledge, and deliver any and all deeds, conveyances, or other instruments in writing more fully and certainly to vest in and confirm to such successor trustee all such estates, properties, rights, powers, trusts, and duties. All conveyances and other instruments hereinbefore provided for, when and if executed and delivered, shall be at the cost of the Corporation and its successors.

Section 4: The compensation of the Trustee and of its agents and counsel for services rendered in connection with the execution, recordation, and filing of this Indenture and any supple-