

III.

CONCERNING THE TRUSTEE

The Trustee accepts the trusts hereunder and agrees to perform the same upon the terms and conditions hereof, including the following, to all of which the Company and the holder of the note agree:

1. Trustee May Act Through Agents, etc. The Trustee may execute the powers herein and perform any duties required of it hereunder by or through its attorneys, agents, receivers or employees, and shall be entitled to receive advice of legal counsel concerning all matters herein, and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys, agents, receivers and employees as may reasonably be so employed, and the Company covenants and agrees upon demand to repay all such outlays and expenditures so incurred.

2. Trustee to Act Upon Request and Indemnity. The Trustee shall be under no obligation to take any action in respect of any default or for the enforcement of any covenant, right, or remedy herein contained or otherwise, unless requested in writing so to do by the holder of the note secured hereby and unless the holder of the note shall as often as required by the Trustee furnish him with reasonably adequate security against the costs, expenses and liabilities of such action.

3. Compensation of Trustee. The Company covenants to pay to the Trustee reasonable compensation for all services by it rendered hereunder. The Trustee shall have a lien prior to any other indebtedness secured hereby upon the Trust