CONCERNING THE TRUSTEE

The Trustee accepts the trust created by this indenture upon the terms and conditions hereof, including the following, to all of which the parties hereto and the holders from time to time of the bonds agree:

- (a) The Trustee shall be entitled to reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation of its counsel, and all other reasonable expenses incurred by the Trustee, and all taxes which may have been assessed against the Trustee as such or against any funds on deposit with the Trustee hereunder which the Trustee may be required or permitted by law to deduct from such deposit and to pay, the Church agrees to pay promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. In default of such payment by the Church, the Trustee shall have a lien therefor on the property subject to the lien of the bonds and coupons and a lien therefor on any moneys held by the Trustee hereunder prior to any rights in such moneys of the holders of the bonds and of the coupons. The Church also agrees to indemnify the Trustee for and to hold it harmless against, any loss, liability or expense incurred without gross negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, as well as the costs and expenses of defending against any claim of liability in the premises.
- (b) The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through its agents or attorneys.
- (c) The Trustee as regards all the trusts, powers, authorities and discretions vested in it, shall have absolute and uncontrolled discretion as to exercise thereof, whether in relation to the manner or to the mode of and time of the exercise thereof, and in the absence of fraud, shall be in no wise responsible to the Church, any bondholder, or others for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.
- (d) The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the bonds or in the coupons