

the action thereby evidenced shall be presumed to have been fully and validly taken, and any successor Trustee therein appointed shall thenceforth be, and be presumed to be, the Trustee under this instrument, as fully and validly for all purposes as if originally named as such herein.

To the extent that the same may be legally permitted without invalidating the corresponding act or acts of the Trustee hereunder, the Trustee is hereby fully authorized and empowered to delegate, withdraw and redelegate to any third person, including a corporation, at his discretion, any of his powers or functions as such Trustee.

Notwithstanding anything to the contrary herein otherwise contained, no Trustee or successor Trustee hereunder shall be personally liable to any party whatever for any conduct in connection with the execution of this trust other than conduct constituting bad faith or gross negligence, and each and every Trustee and successor Trustee is hereby expressly authorized to rely upon any statement of fact made to him either by any holder of any part or all of the Indebtedness Secured Hereby, or by any officer, agent or attorney of any such holder. Each and every Trustee and Successor Trustee shall be entitled to reasonable compensation for any services properly rendered hereunder where such compensation is not otherwise expressly provided for herein, and may, before undertaking any action under this trust, require the holder or holders of the Indebtedness Secured Hereby to fully indemnify said Trustee as against all liability, court costs, counsel fees and other proper expenses on account of the proposed action. Each and every Trustee and successor Trustee hereunder may resign and be forthwith discharged from any further obligation hereunder upon giving written or telegraphic notice of such resignation to the then holder of the Indebtedness Secured Hereby.