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Section 6.02. Liability of Trustee. Trustee shall be liable for its own negligent acts, except for errors of judgment made in good faith. Trustee shall not be liable for failure to, or be obligated to, make any investigations in respect of the subject matter of this Indenture. Trustee shall not be obligated to take any action under this Indenture which in its opinion may tend to involve it in any expense or liability, unless and until requested in writing to do so by one or more of the Bondholders and until it shall have been furnished with reasonable security and indemnity by the Bondholders.

Section 6.03. No responsibility of Trustee for Recitals, etc. Except for the Certificate of Authentication of the Trustee on the Bonds, the recital and statements contained herein and in the Bonds shall be taken as the recitals and statements of the Company, and the Trustee assumes no responsibility for the correctness thereof, and makes no representation as to the validity or sufficiency of this Indenture, or of the Bonds issued hereunder, or as to the security hereby or thereby afforded, or as to the title of the Company to the Trust Estate or as to the description thereof. The Trustee shall not be accountable for the use or application by the Company of any of the Bonds authenticated or delivered hereunder or of the proceeds thereof.

The Company will indemnify and save the Trustee harmless against any liabilities, not arising from the Trustee's own fault or negligence, which it may incur in the exercise and performance of its powers and duties hereunder.

ARTICLE VII

Disposal of Mortgaged Personal Property

The Company may at any time sell or otherwise dispose of, free from the lien of this Indenture, any of the items of room furniture encumbered by this Indenture which have become worn out or damaged or obsolete or otherwise unserviceable for their purpose, provided, however, that the Company shall apply the proceeds to the purchase of other room furniture for use in the Company's motel; such other room furniture shall forthwith become, without any further action, subject to the lien of this Indenture.

ARTICLE VIII

Agreement to Enter into Supplemental Indenture of Mortgage

The Company hereby agrees that upon request of the Trustee it will enter into and execute such supplemental Indenture of Mortgage, specifically creating therein a lien upon the improvements and after-acquired personal property referred to on page 5 of the Indenture of Mortgage, as the Trustee may require.