

or agreed or intended so to be, either by the Pipe Line Company or by its agents or servants. Neither the said Trustee nor any future Trustee or Trustees shall be answerable, except for its, his or their own willful default or misconduct, or be held liable for any misconduct, neglect, omission or wrongdoing of any persons, agents, or attorneys employed by it or them, unless chargeable with culpable negligence in selecting the same or continuing their employment. The said Trustee and its successor or successors may resign from the trust by notice in writing to the Pipe Line Company at least sixty (60) days before such resignation shall take effect, or such other time as may be accepted as sufficient notice, and upon the execution and delivery, if such shall be required, of a deed of conveyance or transfer to it or their successor or successors in the trust. The Trustee shall not be bound to attend to the recording of this mortgage or to take any action for effecting or perpetuating or keeping good the lien of this mortgage upon any portion of the hereby mortgaged property or for securing the lien of this mortgage as a first lien upon any property hereafter acquired by the Pipe Line Company in any manner subject to the terms hereof; but the Pipe Line Company, its successors and assigns, shall, from time to time, do all things needful in that behalf. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust hereby created, and to reimbursement of all expenses properly incurred hereunder, including the expense of the proper prosecution or defense of any suit or proceeding instituted by or against it. Neither said