

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or