

hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the Borrower prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in said Bonds (except in respect of the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the mortgaged property or collecting any insurance moneys or for the validity of the execution by the Borrower of this Indenture or of any supplemental Indenture or instrument of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of title of any of the mortgaged property, or otherwise as to the maintenance of the security hereof, except that in the event the Trustee enters into possession of a part or all of the mortgaged property pursuant to any provision of this Indenture, it shall use due diligence in preserving such property, and the Trustee shall not be bound to ascertain

or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Borrower, except as hereinafter set forth; but the Trustee may require of the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the Borrower as to the condition of the mortgaged property.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder or of any of the proceeds of such Bonds. The Trustee may become the owner of Bonds and coupons secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such affidavit or consent is the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange thereof or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Borrower signed by the President or Vice President of its Governing Board and attested by the Treasurers or Secretaries of said Board as sufficient evidence of the facts therein contained and prior to the occurrence