the Trustee's certificate of authentication thereon) or in the coupons contained, all of which are made by the Company solely; and the Trustees shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bonds or coupons, or for the value of the property subject to the lien of this Indenture or any part thereof, or for the title of the Company thereto, or for the security afforded thereby and hereby, or for the validity of any securities at any time held hereunder, and the Trustees make no representation with respect thereto. The Trustees shall not be accountable for the use or application by the Company of any Bonds authenticated and delivered hereunder or of the proceeds of such Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

(d) Neither of the Trustees shall be under any obligation to exercise any of the trusts or powers hereof at the request, order or direction of any of the Bondholders, pursuant to the provisions of this Indenture, unless such Bondholders shall have offered to the Trustee or the Individual Trustee, as the case may be, security or indemnity satisfactory to it or him against the costs, expenses and liabilities to be incurred therein or thereby; nothing herein contained shall, however, relieve the Trustees, or either of them of the obligation, upon the occurrence of an event of default (which has not been cured), to exercise such of the rights and powers vested in it or him by this Indenture, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(e) The Trustees may consult with counsel, and, to the extent permitted by § 15.02, the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by them hereunder in good faith and in accordance with the advice of such counsel.

(f) The Trustees, to the extent permitted by § 15.02, may rely upon the certificate of the Secretary or one of the Assistant Secretaries of

the Company, under its corporate seal, as to the adoption of any resolution by its Board of Directors or stockholders.

(g) Any action taken, suffered or omitted by the Trustees or either of them pursuant to any provision hereof at the request or with the consent of any person who at the time is the holder of any Bond shall be conclusive and binding in respect of such Bond upon all future holders thereof, or of any Bond or Bonds issued in exchange therefor, whether or not any such Bond or Bonds shall have noted thereon the fact that such request or consent had been made or given.

(h) The Trustees shall not be personally liable in case of entry by them or either of them upon the mortgaged property for debts contracted or liability or damages incurred in the management or operation of said property.

(i) The Trustees, to the extent permitted by § 15.02, may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond, coupon or other paper or document believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties. In all cases where this Indenture does not make other express provision as to the evidence on which the Trustees may act or refrain from acting, the Trustees shall be protected, to the extent permitted by § 15.02, in acting or refraining from acting under any provision of this Indenture in reliance upon a certificate as to the existence or non-existence of any fact or facts signed by the President or one of the Vice Presidents of the Company and by its Secretary or one of its Assistant Secretaries or its Treasurer or one of its Assistant Treasurers.

(j) All moneys received by the Trustees or any paying agent under or pursuant to any provision of this Indenture (including any moneys received by the Trustee as paying agent) shall be held by the Trustee or such paying agent, as the case may be, in trust for the purposes for which they were paid or are held, but, except as otherwise provided