

of a majority in amount of said outstanding bonds, and may be signed in any number of parts or duplicates.

#### Article XIX.

Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees, or to the holders of the bonds secured hereby, is intended to be exclusive of any other remedy, but every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute.

#### Article XX.

All covenants, conditions, stipulations, promises and agreements in this indenture contained by or on behalf of the Company, shall bind and be binding upon its successors and assigns, whether so expressed or not; and the words "Trustee", "Trustees", "Corporate Trustee", or "Individual Trustee", as used in this instrument, shall be construed to mean such <sup>trustee</sup> trustees for the time being hereunder, whether original, substituted or new, and such Trustee or Trustees shall be vested with and entitled to all the estate, powers, rights, benefits and indemnities granted hereby to the respective Trustees named herein.

#### Article XXI.

It is mutually covenanted, agreed and understood by and between the parties hereto that the Trustees, for themselves and their successor or successors and assigns, accept the trust and assume the duties hereby created and imposed upon them, only upon the following terms and conditions, to which the holders of each and every bond issued hereunder, by accepting such bonds, recognize and assent, to-wit:

The recitals of fact contained herein and in the bonds issued hereunder shall be understood as made solely by the Company and shall not be construed as made or vouched for by the Trustees.

The Trustees shall have no responsibility as to the validity of this indenture or any supplement thereto or lien purporting to be hereby or thereby created, or as to the execution, acknowledgment, recording, filing, re-filing, renewing or extending thereof, or as to the title, value or extent of the property hereinbefore mentioned or described, it being understood that neither the Trustees nor any of the officers or agents have or claim to have any knowledge in regard thereto.

The Trustees shall not be in any way liable or responsible for the consequences of any breach on the part of the Company of any of the covenants herein contained or for the application of the said bonds or of the proceeds thereof; and the Trustees shall not be personally liable for any debts contracted by them, or for damages to persons or property injured, or for salaries or nonfulfillment of contracts during any period in which the Trustees shall manage the trust estate upon entry.

The Trustees shall be under no duty to ascertain or inquire as to the performance of observance of any of the covenants or agreements on the part of the Company, or to pay or to keep themselves informed as to the payments of taxes, rents or other charges upon the trust estate, or to insure or renew any insurance against fire or other damage upon any portion thereof, or to request the deposit with them of the policies for the insurance, nor shall they be liable or responsible for the collection or adjustment of any insurance in case of loss; and the Trustees shall be under no duty or obligation whatever, not affirmatively expressed and assumed by them in this indenture.

The Trustees shall not be required to take notice nor be deemed to have notice of any event creating or constituting a default hereunder unless they shall have received actual notice.

The Trustees may select and employ in and about the execution of the trusts hereby created and the duties hereby imposed, suitable agents, employees, appointees, and attorneys; and the Trustees shall in no event be held liable for any neglect, omission, mistake or misconduct of any of such agents, employees, appointees, or attorneys, reasonable care being exercised in the selection. The Trustees shall not be liable for any loss or damage not caused by their own gross negligence or wilful default and no Trustee shall be held liable for any neglect, omission or wrongdoing of any other Trustee hereunder.

The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, which compensation as well as reasonable expenses incurred and disbursements made hereunder the Company agrees to pay; and the Trustees shall have a lien upon the mortgaged property, and the proceeds thereof, paramount to the lien of the bonds issued hereunder, and the interest thereon, for the reasonable compensation and expenses incurred and disbursements made in the execution or on account of the trust hereby created.

The Trustees shall be protected and held harmless in acting upon any notice, request, consent, certificate, bond or other instrument or paper believed by them to be genuine, and to have been properly executed, and shall be entitled to receive as conclusive proof of any fact or matter required to be ascertained by them hereunder, a certificate of the Company, signed and sworn to by its President, Vice-President, Secretary or Treasurer unless in this indenture some other method of proof is specifically provided; and the Trustees may, advise with counsel learned in the law and the opinion of such council and any such certificate, or any other evidence, prescribed by this indenture, which the Trustees may accept, shall be a full protection and justification for anything suffered or done by them in good faith in reliance thereupon.

The Trustees, if they see fit, may cause an examination to be made into the truth of the statement of fact contained in any certificate, resolution or <sup>or</sup> provided for in this indenture, but the Trustees shall be under no obligation to make such examination and shall in no case be liable for any mistake in fact or error in judgment in or with respect to any such statement or examination.

The Trustees shall be under no obligation to recognize any person, firm or corporation as holder or owner of one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request of any person, firm or corporation,