

security of the bonds issued under or intended to be secured hereby, or for the value or title of any of the mortgaged property, or for keeping down taxes, charges, assessments or liens upon the same, or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company; and the Trustee may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property.

(c) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons and the Trustee shall not be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the Trustee, or submitted to it for inspection.

(d) The Trustee shall not be compelled to do any act
(p.24)

hereunder or to defend any suit in respect hereof unless indemnified to its satisfaction against loss, cost, liability and expense.

(e) As to the existence or non-existence of any fact the Trustee shall be entitled to rely upon a certificate of the Company signed by its President or one of its Vice-Presidents and attested by its Secretary or Assistant Secretary as sufficient evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but it may in its discretion, at the reasonable expense of the Company, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same. The Trustee may in relation to this indenture act upon the opinion or advice of any attorney, valuer, surveyor, engineer, accountant, or other expert, whether retained by such Trustee, the Company, or otherwise, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice.

(f) The Trustee shall not be responsible for the consequences of any oversight or error of judgement on its part, but shall be answerable only for its own acts, receipts, neglects and defaults and not for those of any person employed, and selected with reasonable care, nor for any loss unless the same shall happen through its own wilful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless specifically notified in writing of such default, and all notices or other instruments required by this indenture to be delivered to the Trustee must, in order to be effective, be delivered at the office of such Trustee.

(h) The Trustee shall not be personally liable for any debts contracted or for damages for persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts during any period in which the Trustee may be in the possession of or manage the mortgaged property as in this indenture provided.

(i) At any and all times, the Trustee, and its duly authorized agents, attorneys, experts, engineers and accountants, for that purpose shall have the right fully to inspect any and all the mortgaged property, including all books papers and contracts of the Company, and to take such memoranda from and in regard thereto as may be desired.

(p.30)(j) The Trustee shall not be required to give bond or surety in respect of the execution of the said trusts and powers in respect of the premises.

Section 2. The Trustee shall have a prior lien upon the mortgaged property for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense of defending against any liability in the premises of any character whatsoever, and the Company hereby covenants and agrees to pay unto the Trustee reasonable compensation for its services in the premises as well as all expenses for counsel fees and otherwise incurred in and about the execution of the trusts hereby created.

Section 3. The Trustee may at any time resign from the trust hereby created by giving thirty (30) days' written notice to the Company, and such resignation shall take effect at the end of said thirty (30) days. Such notice may be served personally or sent by registered mail.

Section 4. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Trustee, and signed by the holders of a majority in amount of the bonds hereby secured and then outstanding.

Section 5. In case the Commerce Trust Company, or its successor, shall hereafter resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, a successor may be appointed by the holders of a majority in interest of the bonds hereby secured and then outstanding, by an instrument or concurrent instrument in writing, signed by such holders, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy the Company by an instrument executed by order of its Board of Directors, and signed by its President or Vice-President, and attested by its Secretary or Assistant Secretary, and under its corporate seal, may appoint as temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the bondholders in the manner above provided; and any such temporary Trustee so appointed by the Company shall immediately and without further act be superseded by the Trustee so appointed by such bondholders. Every such temporary Trustee so appointed by the Company shall be a Trust Company in good standing, having a capital and surplus of not less than \$1,000,000, if there be such a Trust Company willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 6. Any Trustee appointed hereunder as successor to the Commerce Trust Company, or its successor, shall execute, acknowledge and deliver to its predecessor,

Trustee's
prior lien
for compensation
and expenses.

Resignation
of Trustee.

Removal of
Trustee.

Acceptance
of trust by
successor
trustee.