

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 therefor or in place thereof.

(e) The Trustee shall not be compelled to do any act hereunder, or to take any action toward the execution or enforcement of the trusts hereby created or to prosecute or to defend any suit in respect hereof unless indemnified to its satisfaction against loss, cost, liability and expense.

(f) As to the existence or nonexistence 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 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 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 accept a certificate of the Secretary or an Assistant Secretary of the Company under its corporate seal, to the effect that a resolution in the form therein set forth has been adopted by the Board of Directors of said corporation, as conclusive evidence that said resolution has been duly adopted, and is in full force and effect. 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 or selected by the Trustee, the Company or otherwise, and shall be responsible for any loss resulting from any action or nonaction in accordance with any such opinion or advice.

(g) The Trustee shall not be liable for any action taken by it, in good faith and believed by it to be within the discretion or power conferred upon it, by this indenture or be responsible for the consequences of any oversight or error of judgment and the trustee shall not be answerable for the acts, receipts, neglects and defaults of any person employed and selected with reasonable care, nor for any loss unless the same shall happen through willful default.

(h) 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 by the holders of at least two per cent in amount of the bonds hereby secured and then outstanding, 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.

(i) The Trustee shall not be personally liable for any debts contracted or for damages to 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.

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

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

(l) The Trustee may buy, sell, deal in or become the owner of any bonds issued under this Indenture with the same rights as if it were not Trustee hereunder.

Section 2. The Trustee shall have a first lien hereunder 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 advances, counsel fees and other expenses reasonably made or incurred in and about the execution of the trusts hereby created. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of a trustee of an express trust.

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, or upon the earlier appointment of a successor Trustee by the bondholders or by the Company. 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 to the Company, and signed by the holders of a majority in amount of the bonds hereby secured and then outstanding.

Section 5. In case the Trustee hereunder shall resign or be removed, or be dissolved or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, 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 instruments 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 a Vice President, and attested by its Secretary or an Assistant Secretary, under its corporate seal, may appoint a 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 \$2,000,000, if there be such a trust company willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 6. Every successor Trustee appointed hereunder, shall execute, acknowledge and deliver to its predecessor and also to the Company, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties,