

Section 15. IN case the Trustees shall proceed to enforce any right hereunder by sale, foreclosure, or otherwise, and such proceeding shall have been discontinued because of a waiver of the default which shall have caused the same, or for any other reason, or shall have been determined adversely to the Trustees, then and in every such case the Company and the Trustees shall each be restored to its and their respective former positions hereunder, and all rights, remedies and powers of the Trustees shall continue as though no such proceeding had been taken; and in the event of the determination of any such proceeding adversely to the Trustees, the Company shall not be liable for nor charged with any of the costs and charges of the Trustees in connection therewith.

Article V.

Concerning the Trustees.

Section 1. The Trustees may select and employ such officers, agents, servants, attorneys, and other assistants as they may reasonable require for the proper discharge of their duties hereunder and may pay reasonable remuneration therefor, and may take legal advice in all matters connected herewith, and shall be entitled to receive reasonable remuneration for all services performed by them in the discharge of the trusts hereof and reimbursement for all expenses made or incurred by them in the discharge of their duties hereunder and in the management of the trusts hereof, and all such expenses are hereby constituted a lien upon the trust estate prior to the lien of the said bonds.

Section 2. All representations and recitals herein set forth or in the bonds hereby secured, are made by and on behalf of the Company, and the Trustees are in no way responsible therefor, nor for any statements herein contained, nor for any action or thing by them done by reason of any representation to them made by the Company or any of its officers and the Trustees shall not be answerable for the default or misconduct of any officer, agent, servant, attorney, or person employed by them, or either of them, in pursuance hereof, if selected with reasonable care, nor in any event shall the Trustees be answerable for any default, neglect, or misconduct of any person who may have been the agent, attorney, or employee of the Company, and who shall have been by the Trustees continued in the charge of any of the affairs or property of the Company; nor shall the Trustees, or either of them, be in any way responsible or liable for anything whatsoever done or omitted to be done by them or either of them, in connection with this trust, except for willful misconduct or gross negligence.

Section 3. The Trustees shall not be bound to act as hereinbefore provided in accordance with any direction or request of the Company or of its Board of Directors until a duly authenticated copy of the resolution or vote containing such direction or request shall have been delivered to the Corporate Trustees. The Trustees shall be fully empowered to act, upon any instrument or instruments purporting to be proper certificates or copies of resolutions or votes of the Board of Directors of the Company, and believed by the Trustees, or either of them so acting, to be genuine.

Section 4. The Trustees shall not be responsible for insuring the trust estate, or for renewing any policies of insurance, or for the execution, acknowledgement, or validity of this Indenture, or any supplemental indenture, or for the sufficiency of the security comprised in the same, or as to the validity or priority of any bonds issued hereunder, or for keeping down taxes, charges, assessments or liens upon the trust estate, or otherwise as to the maintenance of the security hereby created, or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements to be performed by the Company, or as to the payment or discharge of taxes, charges, assessments or liens in respect of the trust estate, or otherwise, but the Trustees may, in their discretion, make or renew any such insurance, or pay and discharge any such taxes, charges, assessments and liens or insurance moneys, in case of any default in respect thereof by the Company, and the Trustees may require the Company to keep them fully informed and advised as to the performance of the covenants and agreements aforesaid and as to the condition of the trust estate.

Section 5. The Trustees shall be under no obligation to see to the record, registry or filing, rerecord, reregistry, renewal, or refiling of any supplemental indenture given hereunder, either as a mortgage upon real estate or as a chattel mortgage on personal property, nor shall the Trustees be obliged to give notice of the existence of this trust to any person or corporation whatsoever.

Section 6. The Trustees shall not be required to take notice of any default hereunder unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Trustees, and in the absence of any such notice the Trustees may for all purposes of this Indenture conclusively assume that the Company is not in default hereunder. No such notice or request or any other provision herein contained shall in any way limit any discretion herein given to The Trustees to determine whether or not the Trustees shall take action with respect to any default or take action without any request.

Section 7. The Trustees may advise with legal counsel, to be selected and employed by them at the expense of the Company, and any action under this indenture taken or suffered in good faith by the Trustees, or either of them, in accordance with the opinion of counsel shall be full justification and protection to the Trustees.

Section 8. The Trustees shall not be bound to recognize any person as the holder of bonds entitled to the benefit of the provisions hereof, or to take any action at his request, unless such bonds shall have been deposited with the Corporate Trustee or submitted to its inspection, and, if required, unless such holder shall satisfactorily establish his title thereto; and the Trustees shall not be under any responsibility to do any act hereunder nor to defend any suit in respect hereof, nor to investigate and determine any alleged default on the part of the Company, unless requested to take such action by a writing signed by the holders of not less than twenty per cent in amount of the bonds secured hereby, and then outstanding, and unless they shall be reasonable indemnified against