no such waiver shall extend to or be taken to effect in any manner or to impair the rights resulting therefrom.

ARTICLE VI

The party of the first part hereto agrees that it will at all times during the existence of any of the indebtedness secured hereby, keep insured its buildings and equipment against loss by fire in the sum of Fifty Thousand Dollars ($50,000.00), and tornado in the sum of Twenty-five Thousand Dollars ($25,000.00), with proper mortgage clause attached to said policies protecting the holder or holders of said bonds secured by this Trust Deed as their interest may appear, and in case of loss covered by any policy of insurance, any appraisement or adjustment of loss and settlement and payment of indemnity therefore, which may be agreed upon between the party of the first part and any insurance company, may be consented to and accepted by the Trustee, and it, the Trustee, shall in no way be liable or responsible for the collection of or the failure to collect any insurance money in case of loss.

ARTICLE VII

This trust and security hereby intended shall only extend to such bonds, issued as aforesaid, as shall be certified by said The Central Trust Company as Trustee, and when all said bonds and interest due thereon shall be paid and discharged, the trust hereby created shall cease, and the estate hereby granted to the party of the second part shall determine, and the full right and title to all the property and premises hereby conveyed, shall revert to and revest in said party of the first part, its successors and assigns, without any further or other acknowledgment or satisfaction, and the Trustee, upon payment of all its reasonable fees, expenses and charges, shall, upon cancellation of all said bonds and their coupons, release this Trust Deed.

If at any time hereafter when all the bonds outstanding hereunder are due and payable, by reason of lapse of time, the party of the first part shall deposit with said The Central Trust Company the Trustee hereunder, for account of the holders of said outstanding bonds, a sum of money sufficient to pay the principal of all such outstanding bonds, together with the unpaid interest up to the date of such deposit, then the party of the first part hereto shall be entitled to a release hereof.

ARTICLE VIII

The Trustee hereunder shall be under no obligation to recognize any person or persons, firm or corporation, as the holder or holders, owner or owners, 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 or persons, firm or corporation professing or claiming to be such supposed holder or owner, until such supposed holder or owner shall procure such supposed bond or bonds and deposit the same with said The Central Trust Company, Trustee hereunder, and shall indemnify and save harmless the Trustee to its full satisfaction from any and all costs and expenses, outlays and counsel fees and other reasonable disbursements and damages, for which the Trustee may in its judgment become liable or responsible on account of proceedings to carry out such request or demand.

ARTICLE IX

The right of action under thisIndenture is vested exclusively in the Trustee, and under no circumstances shall any bondholder or any number of bondholders have any right to institute any action or other proceeding on or under this Indenture for the purpose of enforcing any remedy herein provided, except in case of refusal on the part of the Trustee to perform any duty imposed on it by this instrument, and all actions and proceedings for the purpose of enforcing the provisions of this indenture shall be instituted and conducted by the Trustee according to its sound discretion, but the Trustee shall be under no obligation to institute and conduct such suit or to take any proceedings under this Indenture until it shall be indemnified to its satisfaction for all expenses and costs of every kind. Should any suit or other proceedings be brought against the Trustee hereunder, by reason of any matter of thing connected with the trust hereby created, or by reason of the Trustee accepting and acting under this instrument, the Trustee shall be under no obligation to enter any appearance by counsel or in any way to appear in and defend such suit or proceeding, until indemnified to its satisfaction for so doing, but the Trustee may, nevertheless, appear and defend any such suit or proceeding without indemnity, if it shall elect so to do, and in such case it shall be compensated therefor from the trust fund and property held under this Trust Deed. Nothing herein shall prevent any bondholders from proceeding in their own name in case of maturity of the said bonds by lapse of time or by election of maturity of the said bonds for default, if the Trustee hereunder shall refuse to proceed after request and tender of reasonable indemnity.

ARTICLE X

The Trustee shall only be responsible for reasonable diligence in the performance of the trust hereof, and shall not be answerable in any case for the acts or defaults of any agent, attorney, or employee selected or retained by it with reasonable discretion.

The Trustee shall be entitled to be reimbursed for all proper outlays of every sort and nature by it incurred in the discharge of its trust; and shall be entitled to receive in addition thereto, a reasonable and proper compensation for all duties that it may at any time perform in the discharge of the same; and all such proper outlays, fees and compensations shall constitute a lien on property and premises prior to any other claim hereunder.

The recitals herein contained and in said bonds are made on behalf of the party of the first part, and the party of the second part is not, and shall not be responsible for the correctness of any statement herein contained.

In case at any time it shall be necessary or proper for the party of the second part, or its successors, to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing anything under this Trust Deed as such Trustee, the affidavit of the party of the first part shall be sufficient evidence of such fact to protect the said party of the second part or its successors, in any action that it may take by reason of the supposed existence of such fact.

ARTICLE XI

It shall be no part of the duties of the party of the second part to see to the recording of this Indenture as a Trust Deed or conveyance of real or personal estate, or to do any other act which may be suitable and proper to be done for the creating and continuing of the lien of this Indenture, or for giving notice of the existence of such lien, nor shall it be any part of the duty of the Trustee to effect insurance against fire or other damage on any portion of said property, or to renew any policies of insurance, or to pay any taxes or assessments or liens on any of said properties, but the Trustee may, at its discretion make or renew any such insurance or pay and discharge any such taxes, assessments, liens or insurance premiums in case of any default in respect thereto, by said first party, and all payments so made by said Trustee shall constitute a lien on said trust property prior to the lien of said bonds.