of this Indenture or of any supplemental indenture or instrument of further assurance, or to see to the application of the proceeds of the sale or disposition of any Bonds at any time authenticated by the Corporate Trustee hereunder.

(h) The Trustees shall not be responsible for the validity, genuineness or execution of any stocks bonds or obligations at any time pledged hereunder, and (except as in this Indenture otherwise expressly provided) shall not be obliged as a condition precedent to the acceptance thereof to examine into or pass upon the same, and shall be entitled conclusively to assume that any certificate of stock or evidence of indebtedness tendered to them as representing such stocks, bonds or obligations are such pledged securities and what they purport to be, and that the same are genuine and valid and have been duly executed by the proper and duly authorized persons and that any endorsements or assignments thereof are genuine and legal; and the Trustees shall be under no obligation to accept a certificate for any share of stock, or to cause or permit a transfer thereof to be made to them or either of them or to cause or permit to be made to them or either of them the transfer of any stock, bond, note, or other obligation, if in the opinion of theTrustees such acceptance or transfer may involve them or either of them in or render them liable to be subjected to any liability or expense, unless indemnified to their satisfaction.

(i) The Trustees shall not be personally liable for any debt contracted by either of them or for damages to persons or property injured, or for salaries of nonfulfillment of contracts during any period when the Trustees shall manage the mortgaged property upon entry or voluntary surrender as provided in Article 10. The Trustees shall not be personally liable for any receiver's certificates or obligations issued by any receiver with or without the consent of the Trustees.

(j) The Trustees shall be protected in acting upon any notice, demand, waiver, request, consent, opinion, certificate, report, statement, list, letter, telegram, bond or other paper or document believed by them to be genuine and to have been signed, sent or presented by the proper party or parties.

(k) Whenever under the provisions of this Indenture, the Trustees or either of them shall be required, or shall deem it necessary, to be informed as to any fact or facts or conditions, preparatory to taking or omitting to take any action under this Indenture and no provision is contained in this Indenture for proving or evidencing to the Trustees such fact or facts or conditions, the existence of such fact or facts or conditions shall be deemed conclusively proved and evidenced to the Trustees when stated in an affidavit by the President or Vice President and the Treasurer or Assistant Treasurer of the Company and delivered to the Corporate Trustee. Such affidavit shall be conclusive evidence to the Trustees of the existence or nonexistence of the facts or conditions set forth therein and complete protection to the Trustees in taking or omitting to take such action whether or not such facts or conditions shall have been misstated therein.

(l) Wherever in this Indenture it is provided that before authenticating and delivering any Bonds, or paying any moneys on deposit with them, or releasing any property from the lien of this Indenture, or taking any other action contemplated by any provision of this Indenture, there shall be delivered to the Trustees or either of them any resolution, statement, certificate, affidavit, opinion or other instrument, or that the Trustees or either of them shall authenticate and deliver Bonds, pay out moneys, release property, or take or permit any other action, upon the delivery to them or either of them of any resolution, statement, certificate, affidavit, opinion or other instrument, the Trustees and each of them shall be fully protected in accepting the statements contained in any such resolution, statement, certificate, affidavit, opinion or other instrument as conclusive and sufficient evidence of any or all facts or matters of opinion or otherwise pertinent to the right of the Trustees or either of them to authenticate and deliver such Bonds, pay out such moneys, release such property or take or permit such other action, and shall not be liable for any action taken or permitted by them on the faith thereof; nor shall they be under any duty to make any investigation in respect thereof. The Trustees shall be under no duty to check or verify any financial or other statement or reports filed with them pursuant to any provision of this Indenture, with any certificates furnished in connection with any request for the authentication of Bonds or the payment of deposited cash, or to check, verify or compare any of such reports with any other of such statements or reports previously or subsequently filed with them, and shall be under no other duty in respect of the same, except to file the same, or permit the inspection of the same at reasonable times by any bondholder unless, and then only to the extent, expressly required by the provisions of this Indenture.

(m) The Trustees may exercise their powers and perform their duties by or through and may select and employ in and about the execution of the trusts hereby created, attorneys, appraisers, engineers, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustees and shall be paid by the Company upon demand. Neither of the Trustees shall be answerable for the act, default or misconduct of any co-trustee hereunder or of any attorney, accountant, agent or other person employed by them or either of them in pursuance hereof, if selected with reasonable care; nor shall the Trustees be liable for any action whatever by either of them hereunder, except that each of the Trustees shall be liable for its or his own wilful misconduct.

(n) The Trustees may advise with counsel (who may be counsel for the Company) and the opinion of counsel shall be full protection and justification to the Trustees for anything done or omitted or suffered to be done by them or either of them in accordance with such opinion.

(o) The Trustees or any company in or with which the Corporate Trustee or its stockholders may be interested or affiliated or any officer or director of the Corporate Trustee or of any such company, may acquire and hold Bonds and coupons issued hereunder, or may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, and the Corporate Trustee may act as depositary, trustee, transfer agent, registrar or agent for the Company or for any committee or other body in respect of any bonds, notes, or other securities, whether or not issued pursuant hereto.

(p) Any moneys at any time received or held by the Corporate Trustee under any of the provisions of this Indenture or for the payment of the Bonds or coupons upon redemption or otherwise, whether trust funds or not, may be deposited in the commercial banking department of the Corporate Trustee and may be treated by the Corporate Trustee as a general deposit without any liability for interest save such as the Corporate Trustee shall agree with the Company to pay thereon or, in the absence of any agreement in that respect, such as it shall pay, during the period when such moneys are held, on customers' general deposit accounts. The Corporate Trustee shall be under no duty to invest any such moneys. So long as none of the events of default specified in Sec.10.02 hereof shall have happened and be continuing all interest allowed by the Corporate Trustee as aforesaid or accruing on any investment as provided in Sec. 11.17 or any gain thereon shall be paid by it from time to time to the Company or upon its order signed by its President or one of its Vice Presidents and by its Treasurer or one of its Assistant Treasurers. If the Corporate Trustee has knowledge of the existence of any event of default or that any default has been made in the payment of interest on any of the Bonds, any moneys held by it subject to payment, repayment or reversion to the Company need not be so paid or repaid, but may be held by the Corporate Trustee as part of the trust estate until such default or event of default has been remedied or waived pursuant to any of the provisions of Article 10.

(q) In accepting the conveyance, assignment or transfer to them of any property, shares of stock bonds, or other securities, and whether under this Indendure or some indenture supplemental hereto, the Trustees act solely as trustees hereunder and not in their individual capacities; and all persons, other than the Company and the holders of Bonds secured hereby, having any claim against the Trustees arising by reason of such conveyance, assignment or transfer, shall look only to the trust estate for payment or satisfaction thereof.