deposit with it, except such interest as the Corporate Trustee may agree with the Company to pay.

Any action at any time taken by the Trustees, or either of them, pursuant to or with respect to the Mortgage at the request or with the consent or approval (express or implied) of any person who at the time is the holder of any Bond secured hereby, shall be conclusive and binding upon all future holders of such Bond.

All rights of action under the Mortgage may be enforced by the Trustees without the possession of any of the Bonds or the production thereof on the trial or other proceedings relative thereto.

SECTION 6. The recitals contained herein and in the Bonds (except as contained in the Corporate Trustee's certificate of authentication endorsed on the Bonds) shall be taken as the statements of the Company, and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the value of the mortgaged property, or as to the title of the Company thereto, or as to the validity or sufficiency of the Mortgage or of the Bonds or coupons. The Trustees shall not be accountable for the use or application by the Company of any of the Bonds or of the proceeds of such Bonds.

SECTION 7. Either of the Trustees or any paying agent or bond registrar, in his or its individual or any other capacity, may become the owner or pledgee of Bonds or coupons with the same rights as if he or it were not such Trustee, paying agent or bond registrar.

SECTION 8. Subject to the provisions of Section 4 of Article XVI, all cash received by the Corporate Trustee hereunder, until used or applied as herein provided, and all cash received by the Corporate Trustee as paying agent in respect of the



Bonds of any series, shall be held in trust for the purposes for which it was received, but need not be segregated from other funds except to the extent required by law. So long as no Event of Default shall have occurred and be continuing, any interest allowed on any such cash shall be paid from time to time to or upon the written order of the Company, signed by its President or any Vice President.

SECTION 9. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to receive, reasonable compensation (which shall not be limited by the statutes of any state relating to the compensation of a trustee of an express trust), and the Company will pay or reimburse the Trustees upon their request for all reasonable expenses, disbursements and advances incurred or made by them in accordance with any of the provisions of the Mortgage (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ) except any such expense, disbursement and advance as may arise from negligence or bad faith of the Trustees, or either of them. The Company also covenants to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of the trusts created by the Mortgage, including the costs and expenses of defending themselves against any claim of liability in the premises. The obligations of the Company under this Section 9 to compensate and indemnify the Trustees and to pay or reimburse them for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall be secured by the lien hereof prior to the claims of the holders of Bonds upon the mortgaged property, except as to funds held in trust for the benefit of the holders of particular Bonds or coupons.

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