

(c) Neither of the Trustees shall be accountable for the validity, sale, disposition or other use of any bonds authenticated or delivered hereunder or under any indenture supplemental hereto or of any of the proceeds of such bonds. Any money received by the Trustee under any provision of this indenture may be treated by it, until it is required to pay out the same conformably herewith, as a deposit without any liability for interest save such as it may agree to pay thereon. Holders of bonds and/or coupons shall not be entitled to interest on funds deposited for payment of such bonds and/or coupons. The Trustees, and each of them, or any company in which they or either of them may be interested, or any officer, stockholder, director, or agent of the Trustees, or either of them, or of any such company, in their respective individual or fiduciary capacities, may acquire, hold or dispose of bonds and coupons, and 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 may act as depository or depositaries, trustee or trustees, agent or agents for any committee or body of holders of bonds or securities, whether or not issued hereunder, each with the same rights as though it or he were not trustee hereunder.

(d) Each of the Trustees shall be protected and shall incur no liability to anybody in acting upon any notice, request, resolution, consent, certificate, order, report, affidavit, letter, telegram, bond, coupon or other instrument, paper or document believed by it or him to be genuine and correct and to have been signed, sent or presented by the proper person or persons, and in taking any action pursuant to any order, decree or judgment of any court in a proceeding purporting to be instituted under Section 77B of Chapter VIII of the Bankruptcy Act as the same may be amended from time to time, or any other proceeding, even though such action may be later determined to be invalid, and shall incur no liability for any such action. Neither of the Trustees shall be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the Trustee, or submitted to it for inspection. Any action taken by the Trustees, or either of them, pursuant to this indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is 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) Neither of the Trustees shall 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 or his satisfaction against loss, cost, liability and expense.

(f) Whenever, in the administration of the trusts of this indenture, the Trustees shall deem it necessary or desirable that any matter or fact be proved or established prior to the Trustees taking or suffering any action hereunder, such matter or fact may be deemed by the Trustees to be conclusively proved and established by a certificate of the Company signed by its president and attested by its treasurer or secretary and the Trustees, and each of them, 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 or his discretion, at the reasonable expense of the Company in every case secure such further evidence as either of them may think necessary or advisable, but shall in no case be bound to secure the same. Each of the Trustees may accept a certificate of the secretary of any corporation 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. Each of the Trustees may, except as herein otherwise provided, in relation to this indenture act upon the opinion or advice of any attorney, valuator, surveyor, engineer, accountant, or other expert, whether retained or selected by either of the Trustees, the Company, or otherwise, and shall not be responsible for any loss resulting from any action or nonaction in accordance with any such opinion or advice. Nothing in this paragraph contained shall be deemed to modify any of the requirements of this indenture relative to the issuance of additional bonds or the withdrawal of cash hereunder.

(g) Neither of the Trustees shall be liable for anything in connection herewith except for its or his own wilful default and, without limiting the generality of the foregoing, shall not be liable for any action taken or omitted to be taken in good faith and believed by it or him to be within the discretion or power conferred upon it or him by this indenture, or be responsible for the consequences of any oversight or error of judgment, and shall be answerable only for their own respective defaults, and not for those of any person employed, and selected with reasonable care.

(h) Neither of the Trustees shall be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the holders of at least five per cent (5%) in principal 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 principal office of the Trustee.

(i) Neither of the Trustees shall be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which the Trustees, or either of them, may be in the possession of or manage the mortgaged property as in this indenture provided.