

TITLE TO REAL ESTATE

OR in respect hereof unless put in funds for the purpose, and indemnified to this satisfaction against cost, liability or expense in connection therewith. Wherever any provision is made herein for the payment of cash by the Trustee at any time, whether in respect of any sinking fund, the redemption of all or part of the bonds, the payment of such bonds or coupons, or otherwise, the Trustee shall in no event be liable to any one beyond the amount of cash deposited with it for such purpose except interest thereon, if any, to be paid as provided herein.

(m) In accepting the conveyance and assignment to it of the mortgaged property, whether property, rights, leases, contracts, agreements, licenses, permits, or whatever it may be, and whether under this Indenture or some indenture supplemental hereto, the Trustee acts solely as trustee hereunder and not in its individual capacity; and any lessor or other party to any lease, contract, agreement, license or permit so conveyed or assigned to the Trustee, and all persons, other than the Company and the holders of bonds, having any claim against the Trustee arising by reason of such conveyance or transfer, shall look only to the trust estate for payment or satisfaction thereof. The Trustee shall not be personally liable for any debts contracted by it or for damages to persons or to property or for salaries or for non-fulfillment of contracts or for any other torts, obligations or liabilities, during any period in which it may be in the possession of or manage the property as in this Indenture provided, and the trust estate is hereby charged with a first and paramount lien in favor of the Trustee for its security and indemnification against any such liability.

(n) The Trustee or any company in which it or its stockholders may be interested or affiliated or any officer, stockholder or director of the Trustee or of any such company in its or his individual or fiduciary capacity, may acquire, hold or dispose of or deal in bonds and coupons and assert its or his rights in the same manner as any other holder of bonds issued hereunder, or may become a creditor of the Company, secured or unsecured, or may engage in or be interested in any other financial or other transactions with the Company or any corporation in which the Company may be interested, and enforce its or his rights against the Company or any security, and the Trustee may act as depositary, trustee, transfer agent, registrar or agent for the Company or for any committee or body of holders of bonds or other security, whether or not issued pursuant hereto, all with the same rights as though it were not Trustee hereunder.

(o) If the Trustee has knowledge that some one or more of the Events of Default specified in §7.02 shall exist, or that any default has been made in the payment of principal or interest on any of the bonds, any moneys held by it and subject to payment, repayment or reversion to the Company need not (except as herein otherwise provided) be so paid or repaid, but may be held by the 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 7 or waived pursuant to the provisions of Article 13.

(p) The Trustee shall not be liable for any error of judgment, nor for any act done or steps taken or omitted by it, nor for any mistake of fact or law, nor for anything which it may do or refrain from doing in connection herewith, except only for its own individual negligence or wilful misconduct.

(q) Unless expressly prohibited by any provision hereof, the Trustee, in its discretion and upon request of the Company, may take or permit the Company to take any action which is the judgment of the Trustee, based upon such advice or opinions as it may require, is not detrimental to the interests of the bondholders hereunder.

§12.02. Whenever under the provisions of this Indenture, the Trustee 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 Trustee such fact or facts or conditions, the existence of such fact or facts or conditions shall be deemed conclusively proved and evidenced to the Trustee when stated in an affidavit or certificate by the President or a Vice President and the Treasurer or an Assistant Treasurer or Secretary or an Assistant Secretary of the Company, and delivered to the Trustee. Such affidavit or certificate shall be conclusive evidence to the Trustee of the existence or non-existence of the facts or conditions set forth therein and complete protection to the Trustee in taking or omitting to take such action, whether or not such facts or conditions shall have been misstated therein.

Wherever in this Indenture it is provided that before releasing or applying any cash on deposit with it, or releasing any property from the lien of this Indenture, or taking or permitting any other action contemplated by any provision of this Indenture, there shall be delivered to the Trustee any vote, resolution, statement, certificate, affidavit, opinion or other instrument, or that the Trustee shall release or apply cash, release property, or take or permit any other action, only upon the delivery to it of any vote, resolution, statement, certificate, affidavit, opinion or other instrument, the Trustee may accept the statements contained in any such vote, resolution, statement, certificate, affidavit, opinion or other instrument as conclusive and sufficient evidence of any fact or matter of opinion or otherwise pertinent to the right of the Trustee to release or apply such cash, release such property or take or permit such other action, and