

on the part of the Company or as the result of fire or other casualty. All of the compensation which the Trustee is entitled to receive, as above set forth, shall be paid to the Trustee by the Company.

(b) The recital of facts contained in this Trust Indenture and in the bonds issued hereunder and secured hereby shall not be construed as having been made or vouched for by the Trustee.

(c) The Trustee assumes no responsibility as to the validity of this Trust Indenture or of the lien or liens purported to be created hereby or as to the execution, filing or recording of this Trust Indenture, or as to the title to any or all of the property covered by this Trust Indenture or as to the right and power of the Company to make the conveyance, transfer and assignment thereof.

(d) The Trustee shall be under no duty to pay, or keep itself informed as to the payment of, any taxes, assessments, or governmental charges as defined herein, or any premium on any policy of insurance herein referred to, but the Trustee may, in its discretion, upon default and at the expense of the Company, do or cause to be done any or all of the matters and things in this Trust Indenture required to be done or performed by the Company, and no such action on the part of the Trustee shall be construed as a waiver of the Trustee's exemption from responsibility therefor..

(e) In the event of a default as herein defined, the Trustee may select and employ, in and about the execution of the trust hereby created and the duties hereby imposed, necessary and suitable agents and attorneys, whose fees and necessary expenses shall be paid by the Company, and in no event shall the Trustee be held liable for any negligence, omission or wrong doing of any such agent or attorney, provided reasonable care has been exercised in such