

or upon any of the mortgaged property; but the Trustees or the Corporate Trustee may, in their or its discretion, and at the expense of the Company, do any or all of such matters or things, or require the same to be done. The Trustees, or either of them, may select and employ, in and about the execution of any of the duties incumbent upon them hereunder, suitable agents and attorneys, and the Trustees shall not be answerable for any act, default or misconduct of any such agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care; nor shall the Trustees be otherwise responsible or accountable under any circumstances whatsoever except for wilful misconduct and negligence. The Trustees shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof until indemnified to their satisfaction; nor shall they be required to take notice, nor be deemed to have notice or knowledge, of any default of the Company in respect to any of its covenants and agreements herein contained, unless the Trustees shall have been specifically notified of such default in writing by the holder or holders of not less than five per centum in amount of the bonds then outstanding hereunder; nor shall the Trustees be bound to recognize any person as a bondholder unless or until his bonds are submitted to the Trustees for inspection, if required, and his title satisfactorily established, if disputed. In case at any time it shall be necessary or proper for the Trustees to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything as such Trustees, except when it is specifically otherwise provided herein, a certificate signed in the Company's name by its President or by a Vice-President, and attested by its Secretary, or by an Assistant Secretary under its corporate seal, and verified by the affidavit of one or more of the Company's directors, shall be conclusive evidence of such fact to protect the Trustees in any action or non-action that it may take by reason of the supposed existence of such fact; but the Trustees may, in their discretion, make such further examination or investigation with reference to such supposed fact as they may deem advisable, and the Company agrees to pay on demand all expenses reasonably incurred by the Trustees in making any such investigation or examination. Except as may be otherwise provided by this mortgage, and unless and until there shall be delivered to the Trustees a certified copy of a resolution of the Company's Board of Directors determining otherwise, every request, order, consent or expression of desire set forth in writing, addressed and delivered to the Corporate Trustee and signed in the name of the Company by its President may, for every purpose of this mortgage, be taken and relied upon by the Trustees as the request, order, consent or expression of desire of the Company. The Trustees shall not be responsible for the genuineness of any signature of any party to any document executed by any person whomsoever, in accordance with or in pursuance of the terms of this mortgage, but may, without liability on their part, assume as genuine any purported signature by any person, officer or corporation to any such instrument, and shall be protected in acting upon any notice, request, certificate, order, affidavit, letter, telegram or other paper or document believed by them to be genuine and correct and to have been signed or sent by the proper person or persons, and may, in the discharge of their duties hereunder, act upon the information or advice of any attorney, valuer, surveyor, engineer, accountant or other expert retained by them or by the Company, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such information or advice. The Trustees may, in their discretion, from time to time advise with counsel to be selected and employed by them, at the expense of the Company, and anything done or suffered to be done by them or either of them, in accordance with