

(a) The Trustee shall not be responsible for nor obligated to procure the recordation, registration or filing, or the re-recordation, re-registration or refiling of this Indenture, or any additional or supplemental indenture.

(b) The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Company agrees, from time to time, to pay such compensation and reimburse it (with interest) for all expenses, including counsel fees, which it may have incurred hereunder; and the charges and expenses of the Trustee and of its counsel shall be secured by the prior lien of this Indenture, and if the Company shall fail, neglect or delay to pay the same promptly, the Trustee may withhold the same from and out of the funds in its hands and from and out of the trust estate, prior to the payment therefrom, of or on account of any of the Bonds or coupons thereto belonging.

(c) The Trustee shall be under no obligation to recognize any person or persons, firm or corporation, as the holder or holders of any of the Bonds, or to do or refrain from doing any act pursuant to the request or demand of any person or persons, firm or corporation, professing or claiming to be such holder or holders of any of the Bonds, until such person or persons, firm or corporation, shall have produced the Bond or Bonds of which he, they or it claim to be the holder, or other evidence of such holding satisfactory to the Trustee, as specified in Article XIII hereof. The Trustee shall not be required to take any action in respect of any default hereunder, which in its opinion will be likely to involve it in expense or liability, or to take any action towards the execution or enforcement of the trusts hereby created, unless requested by an instrument in writing signed by the holders of not less than twenty-five per cent. (unless a different percentage be otherwise expressly stated in this Indenture) in principal amount of the Bonds then outstanding, and tendered reasonable security and indemnity against such expense and liability, anything herein contained to the contrary notwithstanding, nor shall the Trustee be under any duty to take any action under any provision of this Indenture which, in its opinion, is likely to involve it in expense or liability until it shall have received indemnity or security satisfactory to it (and whenever such indemnity or security is inadequate the Trustee may require further indemnity or security from time to time); and whenever reference is made in this Indenture to the furnishing or tendering of indemnity to the Trustee, such reference shall be deemed to refer to the provisions of this paragraph (c) of this Section 1; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the trustee to determine whether or not the Trustee shall take action with respect to such default, or whether or not it shall take action without such request or indemnity.

(d) The Trustee may exercise its powers and perform its duties by and through, and may secure and employ in and about the execution of the trusts hereby created, attorneys, appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed a part of the expenses of the Trustee, and the Trustee shall not be answerable for the default or misconduct of any attorney, appraiser, accountant, agent or other employee selected or employed by it in pursuance hereof, if such attorney, appraiser, accountant, agent or other employee shall have been selected with reasonable care. The Trustee shall be liable only for gross negligence or wilful or intentional default in the execution of any duty or trust under this Indenture.

(e) The Trustee shall not be responsible in any manner whatsoever for the recitals herein or in the Bonds or the appurtenant coupons contained (save only the Trustee's authentication on the Bonds), all of which are made by the Company solely, nor