

shall it be responsible for any action or thing by it done by reason of such representation. The Trustee shall not be responsible for, or in respect of, the validity or sufficiency of this Indenture, or the execution hereof by the company or the Subsidiary Mortgager Companies or for the validity of the Bonds and coupons issued hereunder, or for the sufficiency of the security or for the genuineness, validity or value of the trust estate.

(f) Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than five per cent. in amount of the Bonds of Series "A" outstanding, the Trustee may assume that for the purposes of this Indenture no default has been made by the Company in the payment of any of the Bonds or of the interest thereon or in the observance or performance of any of the covenants contained in the Bonds or in this Indenture and that none of the events of default has happened, and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

(g) The Trustee shall be protected in acting upon any notice, demand, waiver, Bond, coupon, request, consent, certificate, affidavit, resolution or other paper or document believed by it to be genuine and to be signed or certified to by the proper party or parties, and shall incur no liability for any such action. In any case where it is provided in this Indenture that the Trustee may or shall accept or act upon a certificate from the Company or any of its officers or a resolution of the Company, concerning, or as proof of, any fact upon which the Trustee shall be required or permitted to take or refrain from taking action, the Trustee shall not be bound absolutely by such certificate or resolution, but may, in its discretion and at its option, make an investigation into the truth or accuracy of any statement; and in case it shall, after such independent investigation, be satisfied that any material statement contained therein is inaccurate, it may, in its discretion, take or refuse to take or refrain from taking any action predicated or intended to be predicated thereon. Nothing in this paragraph (g) contained shall, however, take from the Trustee the protection hereby conferred upon it in case it shall not accept, without further investigation, any certificate or resolution herein provided for. As to any fact upon which the Trustee may be required or permitted to take or refrain from taking action, in respect of which this Indenture does not make specific provision for the evidence upon which the Trustee may act, the Trustee may accept as conclusive the statements made in a certificate in form and substance satisfactory to the Trustee, of the president or a vice-president and the Secretary or an assistant secretary and the treasurer or an assistant treasurer, of the Company.

(h) The Trustee in its individual capacity may acquire and hold Bonds and the coupons appertaining thereto with the same rights which it would have if it were not the Trustee hereunder.

(i) The Trustee may advise with counsel (who may be of counsel to the Company) to be selected and employed by it at the expense of the Company and shall be fully protected in respect of any action under this Indenture taken or suffered in good faith by the Trustee in accordance with the opinion of such counsel.

(j) The Trustee shall not be answerable for or personally liable for any debts contracted by it or for any assessments or charges, or for any damages to persons or property, or for salary, or for nonfulfillment of contracts, for any period wherein the Trustee shall manage the trust property or premises upon entry and possession in pursuance of the terms hereof, and the trust estate and property is hereby charged with a lien prior to the lien of the Bonds and coupons issued hereunder in favor of the trustee for