

has occurred or is continuing and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustee and the continuance thereof.

The Trustee shall not be required to take any action in respect of any default or event of default 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, or to institute, appear in or defend any action, suit or other proceeding in connection therewith, unless requested so to do by an instrument in writing, signed by the holders of not less than one-fourth in principal amount of the Bonds then outstanding and unless ^dtendered security and indemnity satisfactory to it against any and all costs, expense and liability, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee or which it may otherwise have to determine whether or not the Trustee will take action with respect to such default or event of default or whether or not it will take action without such request or indemnity.

The Trustee shall not be required to recognize anyone as a holder of Bonds issued hereunder unless and until the Bonds claimed to be held are submitted to the Trustee for inspection and title thereto established to its satisfaction.

The Trustee shall not be compelled to do any act or to make any payment hereunder or in respect hereof unless put in funds for the purpose. Wherever any provision is made herein for the payment of moneys by the Trustee at any time, whether in respect of the redemption of all or part of the Bonds, the payment of the Bonds or coupons, or otherwise, the Trustee shall in no event be liable to anyone beyond the amount of moneys deposited with it for any such purpose.

All representations and recitals contained in this Indenture and in the Bonds and coupons (saveonly the certificate upon the Bonds that the same are issued hereunder) are made by and on behalf of the Company, and the Trustee is in no way responsible therefor or for any statement therein contained or for any action or thing by it done, suffered or permitted by reason of any representation made by the Company or any of its officers or agents, and the Trustee makes no representations as to the value or the properties mentioned herein or as to the title thereto or as to the sufficiency of the security purported to be created hereby for the benefit of the holders of the Bonds, and the Trustee does not purport to have any knowledge in respect thereof.

The Trustee shall not be responsible for the execution and validity hereof or of any instrument supplemental hereto, or of the Bonds, and makes no representation in respect thereof. The Trustee shall be under no obligation to give notice to any person of the making of this Indenture or of any supplemental indenture or instrument of further assurance, or to see to the application of the proceeds of any insurance policy or of any sale of any part of the trust estate as herein provided or of the sale or disposition of any Bonds at any time authenticated by it hereunder.

The Trustee shall be protected in acting upon any notice, demand, waiver, request, consent, opinion, certificate, report, statement, list, letter, telegram, bond or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

The Trustee shall be under no obligation to make any investigation as to any statement made in any certificate or other document filed with it.

The Trustee may exercise its powers and perform its duties by or through, and may select and employ in and about the execution of the trusts hereby created, attorneys,