

appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustee and shall be paid by the Company upon demand. The Trustee shall not be answerable for the act, default or misconduct of any co-trustee hereunder or of any attorney, appraiser, accountant, agent or other person employed by it in pursuance hereof, if selected with reasonable care; nor shall the Trustee be liable for any action whatever by it hereunder, except its own wilful misconduct or gross negligence.

The Trustee may advise with counsel (who may be counsel for the Company) and the opinion of the counsel shall be full protection and justification to the Trustee for anything done or omitted or suffered to be done by it in accordance with such opinion.

The Trustee or any company in which it or its stockholders may be interested or any officer or director of the Trustee or of any such company, may acquire and hold Bonds and coupons with the same rights as though it were not Trustee hereunder.

Any moneys at any time received or held by the Trustee under any of the provisions of this Indenture may be treated by it as a general deposit, without any liability for interest save such as during that time it shall agree with the Company to pay thereon or, in the absence of any agreement in that respect, such as it shall pay during the period when such moneys are held on customers' general deposit accounts. So long as none of the events of default specified in Section 2 of Article Five hereof shall have happened and be continuing, all interest allowed by the Trustee as aforesaid shall be paid by it from time to time to the Company or upon its order signed by its President or one of its Vice-Presidents and by its Treasurer or one of its Assistant Treasurers; provided, however, that any moneys at any time deposited by the Company with the Trustee for the redemption or other payment of Bonds or for the payment of coupons shall be and are hereby assigned, transferred and set over unto the Trustee in trust for the holders of the Bonds or coupons intended to be paid therewith, and the Company shall have no rights or interest in any such moneys unless and until the holders of such Bonds and/or Coupons shall have failed to present them for payment within the period or periods stated in this Indenture, except that the Company shall be entitled to receive interest thereon at the same rate as above provided in respect of moneys treated as a general deposit. If the Trustee has knowledge of the existence of any event of default or that any default has been made in the payment of interest on any of the Bonds, any moneys held by it and subject to payment, repayment or reversion to the Company need not be so paid or repaid, but may be held by the Trustee as part of the trust estate until such default or event of default has been remedied or waived pursuant to any of the provisions of said Article Five.

Any action taken by the Trustee upon the request, consent or authority of any bondholder shall be conclusive upon all future owners of any of the Bonds and of any Bonds issued in exchange therefor or in place thereof, in respect of which such request, authority or consent was given.

Section 2. 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 (which shall not be limited by any provision of law with regard to compensation of fiduciaries or of a trustee of an express trust) and to reimburse the Trustee and save it harmless against any and all liability and expenses, including counsel fees, which it may