

(c) The Trustee, save for its own individual gross negligence or wilful default, shall not be personally liable for any loss or damage.

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(d) It shall be no part of the duty of the Trustee to file or record or refile, re-record, register or re-register this Indenture, as a mortgage or conveyance of real estate or as a chattel mortgage, or as a conveyance or transfer of personal property, or to renew such mortgage, or to procure any further, other or additional instruments or further assurance, or to do any other act which may be necessary to be done for the continuance of the lien hereof or for giving notice of the existence of such lien, or for extending or supplementing the same, the Companies hereby covenanting to attend to all such matters so as to keep unimpaired the lien hereof upon the entire trust estate as it shall be constituted from time to time. The Trustee shall not be liable for the exercise of any discretion or power hereunder or for mistakes or errors of judgment, nor otherwise in connection with this trust, except for its own wilful misconduct or gross negligence. The Trustee shall not be obliged to take notice of any default until receipt of written notice thereof, signed by the holders of at least one fourth in amount of the bonds outstanding, hereunder, and unless and until the Trustee shall have received such written notice distinctly specifying the default the Trustee may conclusively assume that no default has occurred hereunder.

(e) The Trustee shall have a first lien, paramount to the lien of said bonds, upon the mortgaged property and fund for its reasonable expenses, counsel fees and compensation as such Trustee, and for all liabilities incurred in and about the execution of the trust hereby created, and the exercise and performance of the powers and duties of such Trustee hereunder, which expenses, counsel fees and compensation the Companies covenant and agree to pay on demand.

(f) The Trustee shall not be under any obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless reasonably indemnified, and whenever such indemnity is inadequate such Trustee may require further indemnity from time to time, nor shall the Trustee be required to take any action in respect of any default hereunder, 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 centum in principal amount of the bonds then outstanding hereunder. Excepting as herein expressly otherwise provided the Trustee shall not be bound to recognize any person as a bondholder unless and until his bonds are submitted for inspection, if required, and his title satisfactory established if disputed.

(g) The recital of facts and representations herein and in said bonds and coupons appertaining thereto contained shall be taken as made by the Companies, and shall not be construed as made by the Trustee, save that the Trustee's authentication upon the bonds shall be taken as made by the Trustee.

(h) The Trustee shall not be personally liable for any debts contracted, nor for damages to persons or property injured, nor for salaries or non-fulfilment of contracts during any period in which the Trustee shall manage or operate the trust property, or premises, upon entry as hereinbefore provided.

(i) It shall be no part of the duty of the Trustee to procure any fire or other insurance on the mortgaged property, or to renew any insurance policies by whomsoever, or to procure the delivery of any policies of insurance, nor shall the Trustee be under any obligation to pay or to see to the payment of any rentals, taxes, assessments or other levies on the mortgaged property, to pay or to see to the payment of any tax, assessment or other charge which may be levied against the Companies, or either of them, or against