

SECTION 6. At any time when there is no default hereunder the Companies, and each of them, anything in this Indenture to the contrary notwithstanding, may, free from the lien hereof, sell, exchange, or otherwise dispose of any materials or other movable property, including machinery, which may have become worn out, disused or undesirable for use by such Company or Companies; provided, however, that upon or before doing so such Company or Companies shall renew the same or substitute therefor other property suitable to the business of such Company or Companies and of equal or greater value for the purposes of such Company or Companies, and shall subject such renewed or substituted property to the lien hereof.

ARTICLE EIGHT.

CONCERNING THE TRUSTEES.

COMPARED

SECTION 1. The Trustees, and each of them, hereby accept the trusts imposed upon them by this Indenture, but only upon and subject to the following express terms and conditions

(a) The Trustees, and each of them, may execute any of the trusts or powers hereof and perform any duties required of them, or either of them, by or through their attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and their duties hereunder, and may in all cases pay such reasonable compensation as they shall deem proper to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof, and the Companies jointly and severally covenant and agree to repay upon demand all such outlays and expenditures so incurred. Whenever, in this Indenture, it is provided that the Trustees, or either of them, may or shall act upon the advice or opinion of counsel, such counsel may, in the discretion of the Trustees, or either of them, as the case may be, be the counsel for any of the Companies.

(b) The Trustees shall not be responsible for any recitals herein or in said notes, or for the execution, filing, recording, validity, priority or extension of this or of any supplemental indenture, or for the sufficiency of the security of the notes issued hereunder or secured hereby, or for the value or title of any of the mortgaged or pledged property, or for keeping down taxes, charges, assessments or liens upon the same, or for the failure to insure or to renew insurance, or for the responsibility of insurers, or otherwise as to the maintenance of the security hereof, neither the Trustees nor their respective successors or agents purporting to have any knowledge in respect of any such matters; nor shall the Trustees, or either of them, be responsible for the use of any notes authenticated or delivered hereunder, or for the application of the proceeds thereof; and the Trustees shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Companies or any of them; but the Trustees may require of the Companies and each of them full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property.

(c) The Trustees shall incur no liability to anybody in acting upon any note, notice request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by them to be genuine and correct and to have been signed or sent by the proper person or persons, and the Trustees shall not be bound to recognize any person as a holder of any note or to take any action at his request unless such note shall be deposited with the Trustee or submitted to it for inspection.

(d) The Trustees shall not be compelled to do any act hereunder or to prosecute, or to enter any appearance by counsel, or in any way appear in, or defend, any suit or other proceedings in respect hereof unless indemnified to their satisfaction against loss, cost liability and expense, but they may, nevertheless, appear and defend such suit or other proceedings, if they shall elect so to do, and in such case they shall be compensated therefor from the trust fund.