

(e) As to the existence or non-existence of any fact the Trustees, or either of them, shall, except as otherwise herein expressly provided, be entitled to rely upon a certificate of any of the Companies signed by its President or one of its Vice Presidents or its Treasurer and attested by its Secretary or Assistant Secretary, as sufficient evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but they may in their discretion, at the reasonable expense of the Companies, in every case secure such further evidence as they may think necessary or advisable, but shall in no case be bound to secure the same. The Trustees may in relation to this Indenture act upon the opinion or advice of any attorney, counsel, valuer, surveyor, engineer, accountant, or other expert, whether retained by the Trustees, the Companies or any of them, or otherwise, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice. ~~COMPARED~~

(f) The Trustees shall not be liable for any action taken by them, or either of them, in good faith and believed by them, or either of them, to be within the discretion or power conferred upon them by this Indenture or be responsible for the consequences of any oversight or error of judgment on their part, and the Trustees shall be answerable only for their own respective acts, receipts, neglect and default, and not for those of any person employed by them in the furtherance of said trusts, if selected with reasonable care, nor shall the Trustees, or either of them, be answerable, except for their willful misconduct or gross negligence.

(g) The Trustees shall not be required to take notice or be deemed to have notice of any default hereunder, and they may, for all purposes, conclusively assume that there has been no default or event of default hereunder unless and until specifically notified in writing of such default by the holders of at least ten per cent in principal amount of the notes hereby secured and then outstanding (and all notices or other instruments required by this Indenture to be delivered to the Trustees, or either of them, must be in writing and, in order to be effective, be delivered at the principal office of the Trustee) or to take any action in respect to any default or event of default hereunder, unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five per cent in principal amount of the notes issued hereunder and then outstanding and upon being tendered indemnity satisfactory to the Trustee as hereinbefore provided.

(h) The Trustees shall not be personally liable for any debts contracted or for damages to persons or to property injured or damaged or for salaries or nonfulfillment of contracts during any period in which the Trustees, or either of them, may be in the possession of or manage the mortgaged property as in this Indenture provided. The Trustees, or either of them, shall not be personally liable for any receiver's certificates or obligations issued by any receiver, with or without the consent of the Trustees.

(i) The Trustees are each authorized at any time to permit any noteholder to inspect any statement or certificate filed by the Companies, or any of them.

(j) The Trustees, or either of them, may buy, sell, own, hold and deal in any of the notes secured by this Indenture, and may join in any action which any noteholder may be entitled to take with like effect as if the Trustees, or either of them, were not parties to this Indenture.

(k) Any money received by the Trustee under any provisions of this Indenture, shall be treated by it, until it is required to pay out the same conformably herewith, as a special deposit, without any liability for interest, save as may be agreed upon in writing by the Companies and the Trustee.