

additional terms and conditions:

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(a) Neither the Trustee nor the Co-Trustee shall be under any obligation to see to the recording, registry or filing of this Mortgage, but the Company covenants that it will with all convenient speed cause this Mortgage to be duly recorded as provided in Section 9 of Article II hereof and will do all other things requisite to preserve, protect and continue the lien hereof.

(b) The Trustee and/or Co-Trustee, and each of them, shall be entitled to reasonable compensation (which shall not be limited to the compensation of trustees of any express trust as provided by law) for all services rendered by them in the case of the trusts hereby created, and shall have a lien on the mortgaged property prior to the lien of the bonds secured hereby, for such compensation and for their reasonable expenses and counsel fees. The Company agrees to pay such compensation, as well as all expenses necessarily incurred or disbursed by the Trustee and/or Co-Trustee hereunder, from time to time on their request or the request of either of them, and to indemnify them against any liability of damages incurred or sustained by them under this Mortgage; and they shall have a lien upon the mortgaged property prior to the rights and claims of the holders of the bonds secured hereby, for any such liability or damage and the reimbursement thereof.

(c) The Trustee and/or Co-Trustee, and each of them, shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by them to be genuine and to have been signed by the proper party or parties, and any action taken by the Trustee and/or Co-Trustee pursuant to this Mortgage upon any notice, request, authority or consent of any person who, at the time of making such request or giving such authority or consent is the owner of any bonds secured hereby, shall be conclusive and binding upon all future owners of the same bond and of all bonds, respectively, issued in exchange therefor or in place thereof.

(d) Neither the Trustee nor Co-Trustee shall be answerable for the default or misconduct of any agent or attorney appointed by them, or either of them, in pursuance thereof; nor for the exercise of any discretion or power hereunder, nor for anything whatever in connection with this trust, except wilful misconduct or gross negligence; nor shall the Trustee and/or Co-Trustee be accountable for the use by the Company of any bonds authenticated or delivered by the Trustee hereunder or of any of the proceeds of any such bonds. Neither the Trustee nor Co-Trustee shall be under any obligation to take any action towards the execution or enforcement of the trusts hereby created which, in their opinion, shall be likely to involve them in expense or liability unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee and/or the Co-Trustee, furnish them indemnity satisfactory to them against such expense or liability. Neither the Trustee nor the Co-Trustee shall be required to take notice of any default under this Mortgage and for all purposes they conclusively may assume that there has been no default under this Mortgage, unless and until notified in writing of such default by the holders of at least 25 per cent of the aggregate principal amount of bonds secured hereby then outstanding, nor shall the Trustee and/or Co-Trustee be required to take any action in respect of any default unless requested to take such action in respect thereof by an instrument in writing signed by the holders of not less than 25% of the aggregate principal amount of bonds secured hereby then outstanding, and tendered indemnity satisfactory to them as aforesaid; but the foregoing provisions are intended only for the protection of the Trustee, and/or Co-Trustee and shall not affect any discretion or power by any provision of this Mortgage given to the Trustee and/or Co-Trustee to take action in respect of any default, without such notice or request from the bondholders. Except as herein expressly otherwise provided, neither the Trustee nor the Co-Trustee or either of them shall be bound to recognize any person as a bondholder