

(d) to the payment of the principal of the Trust Certificates when and as the same shall become payable according to the terms thereof or hereof.

SECTION 2. The Trustee shall cause to be kept at its principal office in the Borough of Manhattan, in the City of New York, books for the registration and transfer of the Trust Certificates and upon presentation for such purpose the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates.

SECTION 3. The Trustee assumes no liability for any thing other than its own wilful and gross negligence. It shall be required to undertake no act or duty in the way of taking care of, or taking possession of the Trust Equipment until fully secured against all liability and expense. No duty of insurance or of repairs or of the protection of any of the trust property is incumbent upon it, nor shall it be responsible for the filing or recording of this Agreement or of said Lease; and the Trustee may issue and deliver Trust Certificates in advance of such filing or recording. 484

The Trustee shall be protected and incur no liability in acting under any request, resolution, certificate, bill or vills of sale, or opinion of counsel provided for in Section 5, Article I, of this Agreement, or provided for in Article Third of said Lease, which it deems genuine and sufficient.

The Trustee may advise with counsel in respect to any matter pertaining to the trusts hereby created, or the execution thereof, and shall be fully protected for any act or failure to act under this Agreement, done or omitted by it in accordance with the opinion of counsel, and such act or omission shall be conclusive upon the parties hereto and upon all holders of Trust Certificates.

The Trustee shall in no way be liable for any covenant herein or in said Lease agreed to be performed by either of the other parties hereto, nor for any act or thing done or omitted to be done by either of the other parties hereto under the provisions thereof.

The Trustee shall not be responsible for any recital, statement or representation herein or in the said Lease or in the Trust Certificates or dividend warrants contained, or in any paper furnished or filed with the Trustee pursuant to the provisions thereof, and it shall be conclusively presumed that all such recitals, statements and representations are not made by the Trustee.

The Trustee shall not be responsible in any manner whatsoever for the validity or legal effect of this agreement of the said Lease.

The Trustee shall not in any event be responsible for the act of any agent, provided only such agent is selected with reasonable care. The Trustee may acquire, hold and sell Trust Certificates and dividend warrants issued hereunder, with the same rights which it would have if it were not Trustee.

SECTION 4. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than one-quarter in amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 5. No holder of any Trust Certificate or dividend warrant issued hereunder shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trust hereby created unless, after the aforesaid request in writing by