

and coupons secured hereby with the same rights which they, or either of them, would have if not Trustees. COMPARED

(d) The Trustees shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed 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 bond or coupon or to take any action at his request unless such note or coupon shall be deposited with the Trustees, or submitted to them for inspection. Any action taken by the Trustee or Trustees pursuant to this indenture upon the request or 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 bond secured hereby, shall be conclusive and binding upon all future owners of the same bond and upon bonds issued in exchange therefor or in place thereof.

(e) The Trustees shall not be compelled to do any act hereunder, or to take any action toward the execution or enforcement of the trusts hereby created or to prosecute or to defend any suit in respect hereof unless indemnified to their satisfaction against loss, cost, liability and expense.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding the Trustees shall be entitled to rely upon a certificate of the Corporation signed by its President or its Vice-President, and attested by its Secretary or its 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 may in their discretion, at the reasonable expense of the Corporation, 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 accept a certificate of the Secretary or Assistant Secretary of the Corporation under its corporate seal, to the effect that a resolution in the form therein set forth has been adopted by the Board of Directors of said Corporation, as conclusive evidence that said resolution has been duly accepted, and is in full force and effect. The Trustees may in relation to this indenture act upon the opinion or advice of any attorney, valuer, surveyor, engineer, accountant, or other expert, whether retained or selected by the Trustees, the Corporation 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.

(g) 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 or either of them, by this indenture, or be responsible for the consequences of any oversight or error of judgment; and neither of said Trustees shall be answerable for the acts, receipts, neglects or defaults of the other, nor of any person employed and selected with reasonable care, nor for any loss unless the same shall happen through wilfull default of such Trustee or Co-Trustee, respectively.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless specifically notified in writing of such default by the holders of at least Twenty-Five per cent (25%) in amount of the bonds secured and then outstanding, and all notice or other instruments required by this indenture to be delivered to the Trustees must, in order to be effective, be delivered at the office of such Trustees.

(i) The Trustees shall not be personally liable for any debts contracted or for damages to persons or to property, or for salaries of nonfulfillment of contracts during any period in which the Trustees or either of them may be in the possession of or