

with respect thereof.

(e) The Trustee shall not be responsible for the execution or validity hereof or of the bonds or of any instrument supplemental hereto, nor for the value or transfer of any part of the trust estate, and makes no representation in respect thereof. The Trustee shall be under no obligation to see to the delivery to it of the property intended to be mortgaged or pledged hereunder, nor to see that any of the property intended to be mortgaged, conveyed, assigned or pledged is properly and legally subjected to the lien hereof, nor to give notice to any person of the making of this First Mortgage. Any money received by the Trustee under any provision of this First Mortgage may, unless other provision is expressly made herein or by special agreement, be treated by the Trustee until it is required to pay out the same confirmably herewith as a general deposit without any liability for interest save such, if any, as during that time it allows to its general depositors.

(f) The Trustee shall be protected in acting upon any order, notice, demand, waiver, request, consent, opinion, certificate, report, statement, list, bond or other instrument, paper or document believed by it to be genuine and to have been signed by the proper party or parties. The Trustee shall be entitled to accept as conclusive proof of the adoption and tenor of any resolution of the board of directors or executive committee of the Company the certificate of the Secretary, an Assistant Secretary, or any other officer of the Company that such resolution was so adopted.

(g) The Trustee shall be under no obligation to make any investigation as to any statement made in any certificate or other document filed with it, but it may make such investigation if it desires, and in that event it shall be entitled to examine the books and records of the Company or any subsidiary company through any agent or agents whom it may select. The reasonable expenses of every such investigation shall be paid by the Company and until paid shall be secured by the lien of this First Mortgage. Unless satisfied as to the truth of the statements so investigated, the Trustee shall not be obliged to accept any certificate or other document containing them; but in case the Trustee shall refuse to accept any such certificate or other document it shall promptly notify the Company in writing of the specific reasons therefor.

(h) The Trustee may exercise its powers and perform its duties by or through, and may select and employ in and about the execution of the trusts hereby created, attorneys, appraisers, accountants, agents and other employees, whose reasonable compensation shall be deemed part of the expenses of the Trustee and shall be paid by the Company. The Trustee shall not be answerable for any act, default, omission or misconduct of any attorney, appraiser, accountant, agent or other employee employed by it in pursuance hereof, if selected with care believed by it to be reasonable; nor shall the Trustee be liable for any action or nonaction whatever by it hereunder, except its own wilful misconduct or gross negligence.

(i) The trustee may advise with counsel and the opinion of counsel shall be a full protection and justification to the Trustee for anything done or suffered or omitted to be done by it in accordance with such opinion.

(j) The Trustee or any company in which it may be interested or any officer, stockholder or director of the Trustee or of any such company in its or his individual capacity, may acquire, hold or dispose of bonds and coupons, or may engage in or be interested in any financial or other transactions with the Company or any corporation in which the Company may be interested, with the same rights which it or he would have if the Trustee were not Trustee hereunder.

SECTION 2. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Company agrees

COMPALED BY *JS* and