

the bondholders or to proceed to foreclose this mortgage as herein provided for, the only duties or obligations which the Trustee assumes hereunder or under the said bonds are that the bonds which it certifies are within the number thereof provided for in this mortgage; and that all sinking fund moneys paid to it hereunder shall be held and applied by it in the purchase and retirement of bonds as above directed, and all securities assigned and delivered to it hereunder shall be held and applied by it in accordance with the provisions of its trust as above directed, and even as to these duties or obligations, as well as to all others hereunder, the Trustee shall be liable for gross negligence or wilful default only and none other.

(g) The Trustee shall have no responsibility for the validity of this indenture or of the execution or acknowledgment thereof, or for any bonds secured hereby; nor shall it be in any wise responsible for any breach by the Company of any covenant herein contained.

(h) The Trustee or any successor or successors hereafter appointed may resign and be discharged of the trusts hereby created, by written notice thereof to the Company, and by publication once a week for four consecutive weeks in a daily newspaper published in the city of Pittsburgh, Pennsylvania, and also by due execution of the conveyance herein required.

(i) The stocks of other corporations which, under the provisions of this mortgage, may be assigned to the Trustee as additional security, are understood to be full paid non-assessable stocks of such corporations, and the Trustee shall not be compelled to accept such assignments or transfers of the stocks of any such corporations unless the same are full paid and non-assessable, and it shall have a first lien upon all the mortgaged and pledged property for any loss or damage which it may sustain and all liabilities which it may incur by reason of holding any such stocks.

(j) The Trustee may accept as true all statements ~~and certificates made in writing by the president~~ and certificates made in writing by the president or treasurer or secretary of the Company relative to matters covered by this indenture, and the Trustee shall have the right to require such statements.

(k) It shall be no part of the duty of the Trustee to record or file or re-record or refile this indenture or any mortgage or deed of trust or assignment supplemental thereto and the Trustee shall certify and redeliver the said bonds in the manner hereinbefore recited, without requiring the recording of any such supplemental mortgage or deed of trust and without regard to the fact of whether this indenture or any such supplemental mortgage or deed of trust has been or will be either filed or recorded.

FORTY-FIRST The Trustee, or any Trustee hereafter appointed, may be removed at any time by an instrument or concurrent instruments, in writing, signed by the holders of a majority in amount of the bonds hereby secured and then outstanding, and signed also by the Company. In case at any time the Trustee, or any Trustee hereafter appointed, shall resign or shall be removed, or otherwise shall become incapable of acting, a successor may be appointed by an instrument or concurrent instruments signed by the holders of a majority in amount of the bonds hereby secured and outstanding, or by their attorneys in fact duly authorized; but it is