

recorded this Indenture or any supplement or other instrument relating hereto or any Joint Mortgage as a mortgage, conveyance or transfer of real or personal property or otherwise, or to refile, reregister or rerecord or renew the same.

(c) The Trustee may execute any of the trusts under this Indenture or exercise any of the powers hereby vested in it or perform any duty hereunder either by itself or by or through its attorneys, agents or employees, and may engage experts to advise it, and the Trustee shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents, experts, or employees, provided reasonable care has been exercised in the selection and in the continued employment of any such attorney, agent, expert or employee, nor shall the Trustee be otherwise answerable or accountable under any circumstances whatsoever, except for gross negligence or bad faith. The Trustee shall not be under any obligation or duty to institute, appear in or defend any suit in respect hereof, unless first indemnified to its satisfaction, and the Trustee shall not be under any obligation to take any action in respect of any default or otherwise or toward the execution or enforcement of any of the trusts hereby created or to institute, appear in or defend any suit or other proceeding in connection therewith, unless one or more of the holders of the Bonds shall, as often as required by the Trustee, furnish it with satisfactory security and indemnity against the cost and expenses of said proceeding, but this provision shall not affect any discretionary power herein given to the Trustee to determine whether or not it shall take action in respect of such default or otherwise.

(d) Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or