

for the validity of this Mortgage, or of any of the bonds issued or to be issued hereunder, or for the execution and acknowledgment hereof, or as to the amount or extent of the security afforded hereby, or by the property hereby assigned, transferred and conveyed; nor shall the Trustee be under any duty to see to the performance by the Company of any covenant or agreement made by it. The Trustee shall not be responsible for the use of any bonds delivered to the Company or for the application of the proceeds thereof. It shall be no part of the duty of the Trustee to file or record or refile this Mortgage or any indenture supplemental hereto, or to procure any further, other or additional instrument or further assurance, or to do any other act which may be necessary, suitable or proper to be done for the continuance of the lien hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same, nor shall it be any part of its duty to effect insurance against fire or any other risk on any portion of the mortgaged property or to renew any policies of insurance, or to keep itself informed as to the payment of any taxes or assessments, or to require such payments to be made, except as hereinbefore set forth; but the Trustee may in its discretion do any or all of these things. The Trustee may acquire, hold and dispose of bonds issued hereunder with the same right as if it were not Trustee.

Any moneys received by the Trustee under any provisions of this Mortgage may be treated by it as a general deposit until it is required to pay out the same conformably herewith, without any liability for interest, save such as it may agree with the Company to pay thereon. Any interest so allowed shall be added to the moneys or fund from which such interest is derived.

The Trustee shall be reimbursed and indemnified against any liability or damage it may sustain or incur in the premises and shall have a lien upon the Trust Estate under this Mortgage preferential to the bonds for its compensation and expenses, and also for any such liability or damage.

The Trustee may advise with legal counsel, and shall be fully protected in any action under this Mortgage taken or suffered in good faith by it in accordance with the opinion of such counsel, and such action so taken shall be conclusive on the Company and on all holders of the bonds hereby secured.

Any action taken by the Trustee pursuant to this Mortgage upon the request or with the consent of any person who at any time is the owner of any bond or bonds secured hereby, shall be conclusive and binding upon all future owners of the same bond or bonds.

The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in its opinion, shall be likely to involve it in expense or liability, unless it shall be furnished with indemnity satisfactory to it against such expense or liability; nor shall the Trustee be required to take notice of any default unless notified thereof in writing by one or more bondholders, or to take any action in respect to any default unless requested to take such action by a writing signed by the holders of not less than twenty-five (25) per centum in principal amount of the bonds hereby secured then outstanding, and tendered indemnity satisfactory to it as aforesaid, anything herein contained to the contrary notwithstanding; nor shall the Trustee be required to take any action to protect the rights of the bondholders in the mortgaged properties hereunder, unless requested in writing by the holders of twenty-five (25) per centum in principal amount of the bonds then outstanding and furnished with indemnity satisfactory to it, but neither any such notice or request, nor this provision therefor, shall affect and discretion herein given to the Trustee to take action in respect of such default, or to take action without such request.

Section 4. The Trustee shall be entitled to reasonable compensation for all services rendered hereunder or in connection with the trust, which compensation, together with any and all necessary and reasonable expenses, charges, counsel fees and other disbursements incurred by the Trustee in the discharge of its duties as such, shall be paid by the Company and are hereby made a first lien on the mortgaged property. The compensation of the Trustee shall not be limited by any provision of law in regard to the compensation of trustees of an express trust. The Trustee shall be protected in acting upon any order, notice, request, consent, certificate, bond, resolution or other paper or document believed by it to be genuine and to be signed or presented by the proper person.

Section 5. The Trustee shall not be bound to recognize any person as a bondholder unless his bonds are submitted to the Trustee for inspection, if required, or his title satisfactorily established in the manner provided in Article Ninth hereof.

Section 6. The Trustee may accept a copy of a resolution or resolutions of the Board of Directors of the Company, certified by its Secretary or an Assistant Secretary, as due proof of the adoption thereof.

Section 7. The Trustee may resign and discharge itself of the trust hereby created upon thirty (30) days' notice in writing to the Company, or by such shorter notice as the Company may accept as sufficient. The Trustee may be removed by an instrument or concurrent instrument in writing, signed by the holders of not less than a majority in principal amount of the bonds hereby secured and then outstanding hereunder and upon payment to the Trustee of any amount payable to it for its expenses and compensation for which by the terms of this Mortgage it has a lien upon the mortgaged property. In case of the resignation or removal of the Trustee, or in case for any other reason the office of Trustee becomes vacant, the holders of a majority in principal amount of the bonds hereby secured and then outstanding, may, by an instrument or concurrent instruments in writing, appoint another trustee to act in its place, and upon its acceptance in writing of said trust delivered to the Company, and to the retiring trustee, the corporation so appointed and accepting shall thereby be substituted for the predecessor trustee.

Pending or failing the appointment of such successor trustee, the Company by resolution of its Board of Directors may make a temporary appointment to said office, which shall take effect upon delivery to the Company of an acceptance in writing by the temporary trustee appointed. Any such temporary appointment may be superseded by appointment by bondholders, as above provided, if made within twelve months after such temporary appointment takes effect, but if not superseded, such temporary appointment shall then become permanent.

The Company and the Trustee shall in each and every such case make, execute and deliver upon request any such deeds, conveyances, assignments and assurances as may be legally necessary or advisable for more fully vesting in and confirming to such new trustee such estate, rights, powers and duties.

Any trustee hereunder, whether appointed by the Company or the bondholders, shall be a trust company located in the State of New York, with a capital and surplus of at least Five million (5,000,000) Dollars, if there be any such trust company willing and able to accept the trusts hereof.

Section 8. If at any time or times in order to conform to any legal requirement the Company or the Trustee shall so request, the Company and the Trustee shall have the power to appoint and shall unite in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint some bank or trust company or one or more persons, approved by the Trustee as additional trustee or trustees, either to act as co-trustee or co-trustees of all or any of the property at the time subject to the lien hereof, jointly with the Trustee originally named herein, or its successor or successors, or to act as a separate trustee or trustees of any of such property and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustee or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Trustee its agent and attorney, without any further act by the Company (whenever the Company shall not within thirty days after request by the Trustee join with it in any such appointment) to appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee or co-trustees, if any, and also to the Company and to the retiring Trustee, an instrument in writing accepting such appointment hereunder and, thereupon, such new trustee, without any further act, deed or conveyance, shall become and be fully vested with all the properties, interests, rights, powers, trusts, duties and obligations of his or its predecessor in the trust or, if a co-trustee hereunder, with all such thereof as shall be described or set forth in the instrument of its or his appointment, with like effect as if originally named as trustee herein and hereby vested with the same properties, interests, rights, powers, trusts, duties and obligations; but any trustee ceasing to act shall, nevertheless, on the written request of the Company, or of the new trustee execute and deliver at the expense of the Company an instrument transferring to such new trustee, or to such new trustee and its or his co-trustee, upon the trusts herein expressed, all of the properties, interests, rights, powers and trusts of the trustee so ceasing to act and shall duly assign, transfer and deliver all property and moneys held by or for the account of such trustee to the new trustee. Should any deed, conveyance, mortgage or other instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such properties, interests, rights, powers and duties, or any thereof, any and all such deeds, conveyances, mortgages and other instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Any trustee or trustees hereunder may, so far as may be lawful, at any time, by an instrument in writing, constitute any other trustee hereunder its, his or their agent and attorney in fact, with power and authority, to the full extent which may be permitted by law, to do all acts and things and exercise all discretions hereunder in behalf and in the name of the trustee or trustees executing such instrument.