

The Corporation, in requestin any release under this Section 1, shall file with the Trustee a certificate, signed by its President or one of its Vice-Presidents, and by its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, which certificate shall set forth a description of the property the release of which is so requested and the facts and information specified in clauses (a) to (e) inclusive of this Section 1; and such certificate may be received by the Trustee as conclusive evidence of any of the facts therein set forth in order to authorize the action sought in respect of the property forming the subject of such certificate, and shall be full warrant to the Trustee for any action taken on the faith thereof; but the Trustee in its discretion may require, at the cost and expense of the Corporation, such further and additional evidence with respect to such facts as to it may seem reasonable. In addition, in case of an exchange of property, the Corporation, upon the consummation thereof, shall deliver to the Trustee an opinion of counsel (who may be counsel of the Corporation) satisfactory to the Trustee, that the property received upon such exchange is subject to the lien of this Indenture, free and clear of any lien ranking prior to or equally with the lien of this Indenture, except the same liens to which the property released was subject, if the same are such as are permitted by the provisions of Section 7 of Article Five hereof.

Section 2. In case the Trust Estate at any time shall be in the possession of a receiver lawfully appointed, the powers in and by this Article Nine conferred upon the Corporation may be exercised by such receiver with the written approval of the Trustee, and if the Trustee shall be in possession of the Trust Estate under any provision of this Indenture, then the powers in and by this Article Nine conferred upon the Corporation may be exercised by the Trustee in its discretion.

Section 3. Any moneys received by the Trustee under the provisions of this Article Nine shall be applied by it to the redemption of Bonds in the manner provided in Article Three hereof, provided, however, that the accrued interest on all Bonds received by the Corporation and shall not be paid out of such moneys.

#### ARTICLE TEN.

##### CONCERNING THE TRUSTEE.

Section 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; nor for the exercise of any discretion or power hereunder; nor shall the Trustee be answerable or accountable under any circumstances, except for its own bad faith, wilful misconduct or gross negligence; nor shall the Trustee be accountable for the use of any Certificates executed and delivered by it hereunder or of the proceeds thereof; but the Trustee shall be responsible for any moneys received hereunder by it or by any of its authorized agents. 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 expense or liability, unless as often as required by it one or more of the registered owners of the Certificates shall furnish indemnity satisfactory to it against such expense or liability. The Trustee shall not be required to take notice of any default under this Indenture, and for all purposes conclusively may assume that there has been no default under this Indenture, unless and until it is notified in writing of such default by the registered owners of at least ten per cent. in principal amount of the Certificates then outstanding; nor shall the Trustee be required to take any action in respect of any default, unless requested to take such action in respect thereof by a writing signed by the registered owners of not less than twenty per cent. in principal amount of the Certificates then outstanding, which shall have been filed with the Trustee, together with indemnity satisfactory to it. The foregoing provisions of this Section 1 are intended only for the protection of the Trustee and shall not affect any discretion or power by any provision of this Indenture given to the Trustee to determine whether or not it shall take action in respect of any default, without such notice or request, or any other discretion or power given to the Trustee.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Corporation covenants and agrees to pay such compensation, as well as all expenses of the Trustee in respect of the redemption of Certificates, as in Articles Three and Four of this Indenture provided and all other expenses necessarily incurred or disbursed by the Trustee hereunder and to indemnify the Trustee against any liability or damages incurred or sustained by it under this Indenture; and the Trustee shall have a lien for such compensation and expenses on the Trust Estate prior to the lien of the Bonds.

The Trustee shall not incur any liability to anybody in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and to have been signed or presented by the proper person.

Whenever the Trustee deems it necessary, it may advise with legal counsel to be selected and employed by it (who may be counsel for the Corporation) and the reasonable