

## ARTICLE XIII.

## THE TRUSTEE.

SECTION 1. The Trustee shall not be under any obligation to institute, conduct or defend any litigation hereunder or in relation hereto or to take any action towards the execution or enforcement of the trusts hereby created, which, in its opinion, will be likely to involve it in expense or liability, unless furnished with security and indemnity satisfactory to the Trustee against such expense or liability. Nor shall the Trustee be required to take notice of any default hereunder, unless notified in writing of such default by at least fifteen per cent. (15%) of the Bondholders, anything herein contained to the contrary notwithstanding. Nor shall the Trustee be required to pay or to keep informed as to payments of taxes or like charges on the mortgaged property, or to insure or renew insurance or to adjust or collect insurance in case of loss, or to see that any property hereby intended to be conveyed or assigned is subject to the lien of this Indenture, or to procure any other or further deeds or instruments of assurance, or to pass upon the validity or genuineness of any of the securities at any time pledged and deposited hereunder, and the Trustee shall be entitled to assume that any securities presented for pledge and deposit hereunder are genuine and valid and what they purport to be, and that any endorsements or assignments thereon are genuine and legal. At no time shall the Trustee be under any duty or obligation to make any presentment or demand, give any notice, effect any protect, or take any action, necessary or advisable to effect and preserve unimpaired the several and respective obligations to the Trustee or the Company of each and every party primarily or secondarily liable on any of the securities for the time being subject to the trusts of this Indenture. The foregoing provisions of this Section are intended only for the protection of the Trustee, and shall not be construed to limit any discretion or power by any provision of this Indenture given to the Trustee to determine whether or not it shall take any such action. However, the Trustee may, in its discretion, take any aforesaid action and the so doing shall not be construed as a waiver of its exemption of responsibility therefor.

SECTION 2. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, which compensation, as well as all reasonable expenses necessarily incurred and disbursements actually made hereunder and counsel fees, the Company agrees to pay, and the Trustee shall have a lien on the mortgaged property and proceeds therefrom, for the payment of its compensation and reasonable expenses incurred and disbursements made hereunder prior to the payment of any other sum hereby secured. The Trustee shall not be answerable for the default, omission, mistake or misconduct of any agent, employee, appointee, examiner or attorney selected by it, if such person shall have been selected with reasonable care. Nor shall the Trustee be liable for anything whatever in connection with this trust, except for its own wilful misconduct or gross negligence. The Trustee shall not be responsible for the validity, execution, filing or recording of this Indenture, or of any indenture supplemental hereto, or for continuing the lien hereof, nor for the recitals herein or in the Bonds contained --(such recitals being made solely by the Company)--nor for the value or extent of the security afforded hereby.

The Trustee shall be protected and held harmless in acting upon any notice, consent, certificate, bond or other instrument or paper believed by it to be genuine and to have been executed by the proper party. Upon any application for the authentication and delivery of Bonds or for the payment of any moneys held by the Trustee or for the execution of any release, the resolutions, certificates, statements, opinions, reports and orders required by any of the provisions of this Indenture to be delivered to the Trustee as a condition of the granting of such application may be received by the Trustee as conclusive evidence of any fact or matter therein set forth and shall be full warrant, authority and protection to the Trustee acting on the faith thereof, not only with respect to the facts but also with respect to the opinions therein set forth; and before