

MORTGAGE OF REAL ESTATE

that nothing in this Section contained shall relieve the Trustees or either of them, of their, its or his obligation to exercise reasonable care with respect to such selection, appointment or approval of independent experts who may furnish opinions or certificates to the Trustees or either of them pursuant to any provision of this Indenture.

Any resolution of the Board of Directors shall be evidenced to the Trustees or either of them by a copy thereof certified as such by the Secretary or an Assistant Secretary of the Company to have been duly adopted, and the Trustees or either of them may except such copy as conclusive evidence of the adoption of such resolution.

Nothing contained in this Section shall be deemed to modify the obligation of the Trustees or either of them to exercise after Default the rights and powers vested in them, it or him by this Indenture with the degree of care and skill specified in Section 88 hereof; but none of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk their, its or his own funds or otherwise incur personal financial liability in the performance of any of their, its or his duties or in the exercise of any of them, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to them, it or him.

SECTION 95. Subject to the provisions of Section 119 hereof, all moneys received by the Trustees or either of them whether as Trustee or paying agent, shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds except to the extent required by law. The Corporate Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

SECTION 96. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to, reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustees, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company will reimburse the Trustees for all appropriate advances made by the Trustees or either of them and will pay to the Trustees from time to time their expenses and disbursements (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ). The Company also covenants to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees or either of them arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises. In default of such payment of the Company, the Trustees shall have a lien therefor prior to that of the bonds on the trust estate, including all property and funds held or collected by the Trustees.

In order to further assure the Trustees or either of them that they, it or he will be compensated, reimbursed and indemnified as provided in this Section and that the prior lien provided for in this Section upon the trust estate to secure the payment of such compensation, reimbursement and indemnity will be enforced for the benefit of the Trustees, the parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed that in the event of

- (1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction.
- (2) the filing of any petition seeking the reorganization of the Company under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or of any State thereof,
- (3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Company,
- (4) the filing of any bill to foreclose this Indenture,
- (5) the filing by the Company of a petition to take advantage of any insolvency act, or
- (6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Company,

The Trustees or either of them may file from time to time in any such proceeding or proceedings one or more claims, supplemental claims and amended claims as secured creditor(s) for their, its or his reasonable compensation for all services rendered by them, it or him (including services rendered during the course of any such proceeding or proceedings) and for reimbursement for all advances, expenses and disbursements (including the reasonable compensation and the expenses and disbursements of their, its or his counsel and of all persons not regularly in their, its or his employ) made or incurred by them, it or him in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties herein of the Trustees ^{or} either of them, and for any and all amounts to which the trustees or either of them are entitled as indemnity as provided in this Section; and the Trustees or either of them and their, its or his counsel and agents may file in any such proceeding or proceedings applications or petitions ^{services rendered, for reimbursement for such advances, expenses and} for compensation for such disbursements and for such indemnity. The claim or claims of the Trustees or either of them filed in any such proceeding or proceedings shall be