

TITLE TO REAL ESTATE

of any insurance policies to it, or to the application of the proceeds of any insurance policies or of the proceeds of any part of the trust estate or of the sale or disposition of any bonds authenticated hereunder. The Trustee shall not be responsible for the validity, genuineness, or execution of any of the bonds or other obligations at any time pledged hereunder and shall not be obligated as a condition precedent to the acceptance thereof, to examine into or pass upon the same and shall be entitled conclusively to assume that any evidence of indebtedness tendered to it as representing such bonds or other obligations are such pledged securities and what they purport to be and that the same are genuine and valid and have been duly executed by the proper and duly authorized persons and that any endorsements or assignments thereof are genuine and legal.

(d) Unless and until the Trustee shall have received written notice to the contrary from one or more of the holders of the bonds then outstanding hereunder, the Trustee need take no notice of any default or Event of Default (other than default by the Company in the making of some payment or in the delivery of a certificate, statement or document which the Company is required by this Indenture to make or deliver to the Company at a stated time or which is disclosed by such certificate, statement or document) and may, except as aforesaid, for all the purposes of this Indenture, conclusively assume that the Company is not in default under the bonds or under this Indenture or any indenture or instrument supplemental hereto, and that none of the Events of Default specified in §7.02 exists and may so assume unless such notice shall distinctly specify the default or Event of Default desired to be brought to the attention of the Trustee, and the continued existence thereof.

(e) The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts hereby created nor to take any action in respect of any default hereunder nor to institute, appear in or defend any action, suit or other proceeding in connection therewith if, in its opinion, so to do might tend to involve it in costs, loss, expense or liability, unless requested by an instrument in writing signed by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder, and unless tendered security and indemnity satisfactory to it against any and all such costs, losses, expenses and liability as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion or power herein given to the Trustee or which it otherwise has to determine whether or not it shall take action in respect to such default, or to take action without such request or indemnity.

(f) The Trustee may exercise its powers and perform its duties by or through, and may select and employ agents, attorneys, appraisers, accountants, engineers and other employees, individual or corporate, and may in all cases pay to them or any of them such reasonable compensation as it deems proper, which shall be deemed part of the expenses of the Trustee and shall be paid by the Company on demand. The Trustee shall not be answerable for any act, omission, default or misconduct of any such agent, attorney, appraiser, accountant or engineer or other persons if reasonable care has been exercised by it in their appointment.

(g) The Trustee shall be reimbursed and indemnified against any liability or damage (except such as may be due to its own individual negligence or wilful default) it may sustain or incur in the premises, and shall have a lien upon the trust estate under this Indenture preferentially to the bonds for its compensation and expenses (including counsel fees), and also for such liability or damages, except as aforesaid, and, if the Company shall fail, refuse, neglect or delay to pay the same promptly, it shall be paid from and out of any funds in the hands of the Trustee applicable thereto and/or from and out of the trust estate prior to any payment therefrom to or upon the order of the Company or of or on account of any of the bonds or coupons.

(h) The Trustee may advise with counsel (who may be of counsel for the Company), and shall be fully protected in any action or omission or refusal to act, taken or suffered in good faith by the Trustee, in reliance upon the opinion of counsel.

(i) The Trustee shall be protected in acting upon any notice, request, consent, certificate, bond, opinion, order, demand, report, statement, letter, telegram or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(j) The Trustee shall not be responsible for the execution or validity hereof or of any indenture supplemental hereto, or of the bonds issued hereunder, for the proper authorization thereof by corporate or public action, or for the sufficiency of the security purported to be created hereby and makes no representation in respect thereof or in respect of the rights of the holders of any of the bonds or coupons.

(k) In case moneys shall be paid to or deposited with or to the credit of the Trustee hereunder, for the application or release of which no provision is herein expressly made, the Trustee shall, unless the Trustee shall have knowledge that the Company is in default in the payment of the principal or interest of some one or more of the bonds, or some one or more of the Events of Default specified in §7.02 exists, be fully protected in adding such moneys to the Sinking Fund.

(l) The Trustee shall not be compelled to do any act or make any payment hereunder