

expert, appraiser or other person or persons employed for any of the purposes of this Indenture, provided that the Trustee shall have exercised reasonable care in the selection and continued employment of such counsel, engineer, accountant, expert, appraiser or other person or persons.

(g) Upon any application for the payment of any moneys held by the Trustee under any provision of this Indenture or for the execution of any release or upon any other application to the Trustee hereunder, the resolutions, certificates, statements, appraisals, opinions, reports, orders and other papers required by any of the provisions of this Indenture to be delivered to the Trustee as a condition of the granting of said application, may be received by the Trustee as conclusive evidence of any statement or opinion therein contained and shall be full warrant, authority and protection to the Trustee acting on the faith thereof not only in respect of the statements therein made but also in respect of the opinions therein set forth. Before granting any application the Trustee shall not be under any duty to make any further investigation into the matters appearing to it to be covered by any such resolution, certificate, statement, appraisal, opinion, report, order or other paper, but if requested so to do by writing delivered to the Trustee, prior to action had thereon, by the holders of not less than ten per cent. (10%) in principal amount of the outstanding Bonds, and only if furnished with security and indemnity satisfactory to it against the costs and expenses of the investigation, the Trustee shall make such further investigation as to it may seem proper; but it may in its discretion make any such independent inquiry or investigation as it may see fit. If the Trustee shall determine or shall be requested as aforesaid to make said further investigation it shall be entitled to examine the books, records and premises of the Company, itself or by agent or attorney; and unless the Trustee shall be satisfied with or without said examination of the truth and accuracy of the matters stated in said resolution, certificate, statement, appraisal, opinion, report, order or other paper, the Trustee shall not be under any obligation to grant the application. If after said examination or other inquiry the Trustee shall determine to grant the application, it shall not be liable for any action taken with due care and in good faith. The reasonable expense of every examination shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company upon demand, with interest at such rate or rates as may be agreed upon, but not exceeding the rate of six per cent. (6%) per annum, and until said repayment, shall be secured by a lien on the mortgaged property, and the proceeds thereof, prior to the lien of the Bonds issued hereunder.

(h) The Company covenants and agrees to pay to the Trustee from time to time on demand of the Trustee reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of the trustee of an express trust) for all services rendered by the Trustee hereunder and also all its reasonable expenses and counsel fees and other disbursements and those of its attorneys, agents and employees incurred in and by the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder. The Company

also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, 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, unless held liable on the basis of negligence or bad faith. The Company further covenants and agrees to pay interest to the Trustee upon all amounts paid, advanced or disbursed by the Trustee for which it is entitled to reimbursement or indemnity as herein provided.

The Trustee shall have a lien on the trust estate and the proceeds thereof, prior to the lien of the Bonds, for all amounts agreed to be paid by, and for all obligations of, the Company under this clause (h).

(i) Whenever in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or Secretary or an Assistant Secretary of the Company and bearing the corporate seal of the Company and delivered to the Trustee, and said certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it in good faith in reliance thereon, but in its discretion the Trustee may in lieu thereof accept other evidence of the fact or matter or may require such further or additional evidence as may seem reasonable.

(j) The Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit, pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any such moneys during the period such moneys shall remain on deposit with it, except such interest as the Trustee may agree on with the Company.

(k) The Trustee or any company in or with which the Trustee may be interested or affiliated, or any officer or director or trustee or stockholder of the Trustee or of any such company, may acquire and hold Bonds issued hereunder, or may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, and the Trustee may act as depository, trustee, transfer agent, paying agent, registrar or agent for the Company or for any committee or other body, firm or corporation in respect of any bonds, notes or other securities, whether or not issued pursuant hereto.

(l) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture, at the request or with the consent or approval (expressed or implied) of any person who at the time is the holder of any Bond secured hereby, shall be conclusive and binding upon all future holders of such Bond.

(m) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith, except for its own negligence or bad faith.

SECTION 2. Any moneys which at any time shall be deposited under this Indenture with the Trustee by or for the account of the Company shall be held in trust by the