

and place of conducting any proceeding for any remedy available to Trustee, or relating to the exercise of any trust or power conferred upon Trustee under this Separate Trust Supplemental Indenture, and in no event shall Trustee incur any liability whatsoever in respect to any failure or omission to act, or in respect to any delay in exercising any rights or duties under this Separate Trust Supplemental Indenture, when such failure, omissions, or delay arises from the failure or refusal of the Principal Trustee, to consent to such exercise.

(e) the Trustee shall use reasonable care in the selection or approval of any engineer, counsel, independent public accountant, appraiser or other expert required by the provisions hereof to be selected or approved by Trustee; and

(f) Trustee may, in respect to this Separate Trust Supplemental Indenture, act upon the opinion or advice of any attorney, appraiser, accountant or other expert, whether retained by Trustee, Company, Principal Trustee, or otherwise, and (subject to the provisions of paragraph (e) of this Section) shall not be responsible for any loss resulting from any action or nonaction in accordance with any such opinion or advice; and

(g) Trustee hereunder assumes no trust duties, powers, rights or responsibilities whatsoever in respect to the authentication, delivery, payment and redemption of any of the Bonds issued pursuant to the Original Trust Indenture and Supplemental Indentures; under the terms of the Original Trust Indenture, all such duties, powers, rights and responsibilities are conferred and imposed solely upon the Principal Trustee, and in no event shall Trustee incur any liability whatsoever to Company, Principal Trustee, or any holders of said Bonds in

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