

erty for the bonds outstanding hereunder, and shall be applied to the redemption of bonds outstanding hereunder at the redemption prices provided in Article Three hereof, provided, however, any excess moneys which cannot be so applied shall be retained by the Trustee and when and as any bonds shall thereafter be redeemed from the proceeds of insurance or from the proceeds of the sale or condemnation of property shall be applied with such moneys to the redemption of bonds outstanding.

ARTICLE NINE.

CONCERNING THE TRUSTEES.

SECTION 9.01. The Trustees hereby accept the trusts imposed upon them by this indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustees may execute any of the trusts or powers hereof and perform any duties required of them, by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trust hereof and their duties hereunder, and may in all cases pay reasonable compensation to all such attorneys and agents as may reasonably be employed in connection with the trusts hereof, and all such outlays and expenditures shall be repaid to the Trustees out of the trust estate as provided in Section 9.02 hereof;

(b) Neither of the Trustees shall be responsible for any recitals herein or in said bonds, or for insuring the mortgaged property or for any insurance moneys, or for the payment of any insurance premiums or the execution of any instruments of further assurance by the Company, or for the execution, recording, registration, filing or refiling of this indenture or of any instrument of further assurance, or for the validity hereof or thereof, or for the affixing or cancellation of any revenue stamps, or for the sufficiency of the security for the bonds issued under or intended to be secured hereby, or for the payment of taxes, charges, assessments, or liens upon the same, or otherwise as to the maintenance of the security hereof; nor be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company; but the Trustees may require of the Com-