

pany full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property. The recitals and statements in this indenture and in said bonds contained shall be taken as statements by the Company and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustees;

(c) Neither of the Trustees shall be accountable for the use of any bonds authenticated and delivered hereunder or for any of the proceeds of such bonds. Holders of bonds shall not be entitled to interest on funds on deposit for payment of such bonds. The Trustees may become the owners of bonds secured hereby with the same rights which they would have if not Trustees;

(d) The Trustees and each of them shall be protected in acting upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, statement or other paper or document believed by them to be genuine and to have been signed or sent by the proper person or persons, and the Trustees shall not be bound to recognize any person as a holder of any bond or to take any action at his request, unless such bond shall be deposited with the Trustee, or submitted to it for inspection. Any action taken by the Trustees, pursuant to this indenture upon the request or authority or consent of the holder of any bond secured hereby, shall be conclusive and binding upon all future holders of the same bond and of bonds issued in exchange therefor or in place thereof;

(e) Neither of the Trustees shall be compelled to do any act hereunder, or to take any action toward the execution or enforcement of the trusts hereby created or to prosecute or to defend any suit in respect hereof unless requested so to do by the specified number of bondholders as herein provided and unless indemnified to the satisfaction of the Trustee against loss, cost, liability and expense;

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustees and each of them shall be entitled to rely upon a certificate of the Company signed by its President and by its Treasurer as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at the reasonable expense of the trust estate in every