

at any time held hereunder, and the Trustees make no representation with respect thereto. The Trustees shall not be accountable for the use or application by the Company of any Bonds authenticated and delivered hereunder or of the proceeds of such Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

(d) Neither of the Trustees shall be under any obligation to exercise any of the trusts or powers hereof at the request, order or direction of any of the Bondholders, pursuant to the provisions of this Indenture, unless such Bondholders shall have offered to the Trustee or the Individual Trustee, as the case may be, security or indemnity satisfactory to it or him against the costs, expenses and liabilities to be incurred therein or thereby. Nothing in this *Subdivision (d)* contained shall, however, relieve the Trustees, or either of them, of the obligation, upon the occurrence of an event of default (which has not been cured), to exercise such of the rights and powers vested in it or him by this Indenture and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(e) The Trustees may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them hereunder in good faith and in accordance with the opinion of such counsel.

(f) The Trustees may rely upon the certificate of the Secretary or one of the Assistant Secretaries of the Company, under its corporate seal, as to the adoption of any resolution by its Board of Directors or stockholders.

(g) Any action taken by the Trustees, or either of them, pursuant to any provision hereof at the request or with the consent of any person who at the time is the holder of any Bond shall be conclusive and binding in respect of such Bond upon all future holders thereof, whether or not such Bond shall have noted thereon the fact that such request or consent had been made or given.

(h) The Trustees shall not be personally liable in case of entry by them, or either of them, upon the mortgaged and pledged property for debts contracted or liability or damages incurred in the management or operation of said property.