

the facts, matters or conclusions mentioned in this Article, required to be established in order to authorize the release of any property hereunder, and shall be full warrant, direction or justification to the Trustee for its action on the faith thereof.

ARTICLE TWENTIETH.- The Company shall and will, from time to time, and at all times hereafter, pay to the Trustee, its successor or successors in this trust, all costs, charges and expenses of the Trustee in the execution of the trusts hereby created, and keep the Trustee fully indemnified and saved harmless against all such costs, charges and expenses, and the Trustee shall have a lien hereunder preferential to the bonds issued hereunder upon the property pledged under this trust indenture or subject to the lien hereof for such costs, charges and expenses.

ARTICLE TWENTY-FIRST.- The word "Trustee," as used in this mortgage, shall be construed to mean the Trustee party of the second part, or its successors or assigns; and such successors or assigns shall be vested with and shall be entitled to exercise all the rights, powers, property, estate and trusts hereby granted to or conferred upon the party of the second part hereto. All actions and proceedings for the purpose of enforcing the provisions of this trust indenture may be instituted and conducted by the Trustee, according to its sound discretion; but the Trustee shall be under no obligation to institute any such suit, or to take any proceedings under this trust indenture, or to enter any appearance, or in any way defend in any suit in which it may be made defendant, or to do anything whatever as Trustee, until it shall be indemnified to its satisfaction from any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and from all possible claims for damages for which it may become liable or responsible on proceeding to carry out such request or demand. The Trustee may nevertheless begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case it shall be compensated therefor from the trust fund. The Trustee shall not be responsible for the truth of the recitals herein contained. The Trustee shall be under no obligation to see to the filing, registration or record of this trust indenture or of any supplement thereto, and may authenticate and deliver bonds in advance of such record.

The Trustee may employ agents or attorneys in fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, nor for anything whatever in connection with this trust, except willful misconduct or gross negligence.

The Trustee shall not be personally liable for any debts contracted by it or for damages to person or property or for salaries or non-fulfillment of contracts during any period wherein the Trustee shall manage the trust property or premises upon entry as aforesaid, and the trust estate is hereby charged with a first lien in favor of the Trustee for its security and indemnification against any such liability and against every liability of any kind which it may incur hereunder, as well for compensation for its services and reimbursement of all its expenses hereunder, with interest. The Trustee shall be protected in acting upon any notice, request, consent, certificate, bond or other instrument or paper believed by it to be genuine and to have been signed by the proper party. Until notified in writing to the contrary by the owners of five per cent. in amount of the bonds at any time outstanding hereunder, distinctly specifying the default desired to be brought to the attention of the Trustee, the Trustee unless it has actual knowledge of such default, may for all purposes conclusively assume that the Company is not in default hereunder. The Trustee may advise with legal counsel, and the opinion of counsel shall be a full protection and justification to the Trustee for anything suffered or done by it in good faith and in accordance with such opinion.