

Section 9 The Trustees Shall not be liable for any release or releases improvidently executed by them in supposed compliance with the terms of this Indenture, but any such release or releases which may be executed by the said Trustees, where the Company shall not be entitled to receive the same, shall, as against the Company, be null, void and of no effect.

Section 10. In any case where it shall be provided in this Indenture that the Trustees may act upon certain conditions, the Trustees may accept a certificate of the Company or a statement of the President, or of a Vice-President of the Company, as sufficient evidence of any fact upon which the Trustees shall be required or permitted to take or to refrain from taking action; and a certificate executed by the President or any Vice-President of the Company, under its corporate seal, attested by the Secretary, shall be conclusive evidence in favor of the Trustees of the facts therein purported to be stated, and shall be full warrant, authority and protection to the Trustees as to any action taken by them on the faith thereof. Both as to the Trustees and the holders of the bonds secured thereunder of the Company. But nothing herein contained shall in any way limit the right or authority of the Trustees or either of them, in their discretion, to require any further proof to their satisfaction, of any fact which may be proper for them to ascertain under the terms of this Indenture.

Section 11. The Trustees may, in their discretion, from time to time, advise with counsel to be selected and employed by them at the expense of the Company, and anything done or suffered to be done by them or either of them, in accordance with the opinion of counsel, shall be conclusive in favor of the Trustees, and shall be binding upon the Company and all holders of bonds and coupons secured hereby.

Section 12. It is further expressly understood and agreed that either of the Trustees may buy, sell, hold, own, or deal in any of the bonds or coupons issued hereunder and secured by this trust deed, and may take or join in any action proper to be taken by any Bondholder as freely and with like effect as if such Trustee were not a party to this Indenture.

Section 13. Frank H. Jones, one of the parties of the second part, has been joined as Trustee hereunder, so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trust created, the Continental and Commercial Trust and Savings Bank, as Trustee, or its successors or Successors, may be incompetent or unqualified to act as such Trustee, then all acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by said Frank H. Jones, as Trustee, or his successor or successors, acting alone, except as it may be deemed necessary for the said Frank H. Jones solely to execute the trusts hereby created, the Continental and Commercial Trust and Savings Bank, Trustee, or its successor or successors may solely have and exercise the powers, and shall be solely charged with the performance of the duties herein declared on the part of the Trustees to be had and exercised or to be performed.

Any requests in writing by the Continental and Commercial Trust and Savings Bank, Trustee, or by any trust company appointed in succession to it, to the individual Trustee hereunder, or to any Trustee appointed in succession to him, shall be sufficient warrant for the individual Trustee or his successor or successors in taking such action as may be requested.

Such individual Trustee or any successor or successors may delegate to the Continental and Commercial Trust and Savings Bank, Trustee, or any Trust Company appointed in succession to it, the exercise of any power, discretionary or otherwise, conferred by any provision of this Indenture.

Said Continental and Commercial Trust and Savings Bank, its successors and assigns, shall have the power at any time, by an instrument in writing, duly executed by its President or Vice-President, under its seal, to remove said Frank H. Jones from his position as one of the Trustees hereunder, and to appoint some other officer of said Continental and Commercial Trust and Savings Bank, as successor-in-trust to the said Frank H. Jones, and any successor-