

The choice of remedies shall in all cases be made by the Trustee.

ARTICLE IX.

Concerning the Trustees.

Section 1. The Trustees and each of them 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, and each of them, may execute any of the trusts or powers hereof and perform any duties required of them respectively by or through attorneys agents, receivers, or employes, and shall be entitled to advice of counsel concerning all matters of trust hereof and their duties hereunder and may in all cases pay such reasonable compensations as they shall deem proper to all such attorneys, agents, receivers and employes as may be reasonably employed in connection with the trusts hereof, and the Company covenants and agrees to repay upon demand all such outlays and expenditures so incurred; and anything done or suffered to be done by the Trustees, or either of them, in accordance with the opinion of counsel shall be conclusive in favor of the holders of Trustees and shall be binding upon the Company and all bonds and coupons secured hereby.

(b) The Trustees shall not be responsible for any recitals herein or in said bonds or for the insuring of the mortgaged property or collecting any insurance moneys, or for the executions, recording or validity of this indenture, or any supplemental instrument, or for the sufficiency of the security ~~for~~ the bonds issued under or intended to be secured hereby, or for the validity or priority of any such bonds, or for the value of title of any of the mortgaged property, or for keeping down taxes, charges, assessments or liens upon the same, or otherwise as to the maintenance of the security hereof; and shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company, and may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property.

(c) The Trustees and each of ~~them~~ shall be protected in acting upon any notice request, consent, certificate, resolution, order, affidavit, letter opinions, telegram bond or other paper or document believed to be genuine and correct, and to have been signed, made or sent by the proper person or persons, or by the party purporting to make sign or send the same. The Trustees shall not be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the Trustee, or submitted to it for inspection.

(d) The Trustees shall not be compelled to do any act hereunder or to defend any suit in respect hereof unless indemnified against loss, cost, liability and expense. Where the Trustees have demanded or received indemnity under the provisions of this indenture and it shall afterwards appear in the judgment of the Trustee that such indemnity ~~under the provisions of this indenture and it shall afterwards appear in the judgment of the Trustee that such indemnity~~ is or may become sufficient, the Trustees shall not be required to take any further action hereunder until additional indemnity shall have been furnished.

(c) As to the existence or non-existence of any fact, the Trustees, and each of them, shall be entitled to rely upon a certificate of the Company signed, by its President or one of its Vice Presidents and attested by its Secretary or Treasurer, and upon such other certificates as are herein required, as sufficient and conclusive evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate of the Company to the effect that any particular dealing, transac-