

BOND SECURED HEREBY, SHALL BE CONCLUSIVE AND BINDING UPON ALL FUTURE HOLDERS OR OWNERS OF SUCH BOND.

THE TRUSTEE SHALL NOT BE UNDER ANY RESPONSIBILITY OR DUTY WITH RESPECT TO THE USE OR DISPOSITION OF ANY BONDS OR THE PROCEEDS THEREOF, OR FOR THE APPLICATION OF ANY MONEYS PAID TO THE COMPANY UNDER ANY OF THE PROVISIONS HEREOF.

EXCEPT AS IN THIS INDENTURE OTHERWISE PROVIDED, IT SHALL BE NO PART OF THE DUTY OF THE TRUSTEE TO SEE TO THE INSURANCE OF ANY OF THE MORTGAGED PROPERTIES, OR ITSELF TO EFFECT OR MAINTAIN SUCH INSURANCE OR TO RECEIVE ANY POLICIES OF INSURANCE OR THE PROCEEDS THEREOF, OR TO SEE TO THE PAYMENT OF ANY TAXES OR ASSESSMENT OR OTHER GOVERNMENTAL CHARGE WHICH MAY BE LEVIED OR ASSESSED AGAINST THE COMPANY OR AGAINST THE MORTGAGED PROPERTIES, OR AGAINST THE HOLDERS^{OR OWNERS} OF THE BONDS, OR TO SEE TO THE PERFORMANCE OR OBSERVANCE OF ANY OF THE COVENANTS OR AGREEMENTS HEREOF ON THE PART OF THE COMPANY.

ALL MONEYS COMING INTO THE HANDS OF THE TRUSTEE MAY BE TREATED BY IT, UNTIL SUCH TIME AS IT IS REQUIRED TO PAY OUT THE SAME, AS A GENERAL DEPOSIT, AND THE INTEREST TO BE PAID THEREON (IF ANY) SHALL BE AT SUCH RATE AS THE TRUSTEE ALLOWS ON SIMILAR DEPOSITS.

THE TRUSTEE SHALL BE ENTITLED TO REASONABLE COMPENSATION FOR ALL SERVICES RENDERED BY IT IN THE EXECUTION OF THE TRUSTS HEREBY CREATED, AND SUCH COMPENSATION, AND THAT OF ITS COUNSEL AND OF SUCH PERSONS AS IT MAY EMPLOY IN THE ADMINISTRATION OF THE TRUSTS, AS WELL AS ALL REASONABLE EXPENSES NECESSARILY INCURRED AND ACTUALLY DISBURSED HEREUNDER, THE COMPANY AGREES TO PAY; AND, UNTIL PAID, THE TRUSTEE SHALL HAVE A LIEN UPON THE MORTGAGED AND PLEDGED PROPERTIES FOR SUCH PAYMENT PRIOR TO THE LIEN OF THE BONDS.

THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE RECITALS HEREIN OR IN THE BONDS, ALL OF WHICH ARE MADE BY THE COMPANY SOLELY.

THE TRUSTEE SHALL NOT BE UNDER ANY OBLIGATION TO TAKE ANY ACTION TOWARD THE EXECUTION OR ENFORCEMENT OF THE TRUSTS HEREBY CREATED, WHICH IN ITS OPINION WILL BE LIKELY TO INVOLVE IT IN THE EXPENSE OR LIABILITY, UNLESS ONE OR MORE HOLDERS OF BONDS SHALL, AS OFTEN AS REQUIRED BY THE TRUSTEE, FURNISH SECURITY AND INDEMNITY SATISFACTORY TO IT AGAINST SUCH EXPENSE OR LIABILITY; NOR SHALL THE TRUSTEE BE REQUIRED TO TAKE OR BE DEEMED TO HAVE NOTICE OF ANY REBAULT HEREUNDER UNLESS NOTIFIED IN WRITING OF SUCH DEFAULT BY THE HOLDERS OF AT LEAST TWENTY-FIVE PERCENT. IN AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING; NOR TO TAKE ANY ACTION IN RESPECT OF ANY SUCH DEFAULT INVOLVING EXPENSE OR LIABILITY UNLESS REQUESTED BY AN INSTRUMENT IN WRITING SIGNED BY THE HOLDERS OF NOT LESS THAN TWENTY-FIVE PERCENT. IN AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING AND TENDERED SUCH SECURITY AND INDEMNITY AS AFORESAID, ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING; BUT NEITHER ANY SUCH NOTICE OR REQUEST, NOR THIS OR ANY OTHER PROVISION THEREFOR, SHALL AFFECT ANY DISCRETION HEREIN GIVEN TO THE TRUSTEE TO DETERMINE WHETHER OR NOT IT SHALL TAKE ACTION IN RESPECT OF SUCH DEFAULT OR TO TAKE ACTION WITHOUT SUCH REQUEST.

THE TRUSTEE 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.

THE TRUSTEE MAY CONSTRUER ANY OF THE PROVISIONS OF THIS INDENTURE OR OF ANY SUPPLEMENTAL INDENTURE OR AGREEMENT; AND ANY CONSTRUCTION PLACED UPON ANY PROVISION