

HEREOF BY THE TRUSTEE IN GOOD FAITH SHALL BE BINDING UPON THE COMPANY AND THE HOLDERS OF ALL BONDS ISSUED HEREUNDER.

THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT, OR FOR ANY ACT DONE OR STEP TAKEN OR OMITTED BY IT IN GOOD FAITH, OR FOR ANY MISTAKE OF FACT OR OF LAW, OR FOR ANYTHING WHICH IT MAY DO OR REFRAIN FROM DOING IN CONNECTION HEREWITH, EXCEPT ONLY FOR ITS OWN WILFUL DEFAULT.

THE TRUSTEE SHALL BE REIMBURSED AND ENDEMNIFIED BY THE COMPANY AGAINST ANY LIABILITY OR DAMAGE WHICH IT MAY SUSTAIN OR INCUR IN THE PREMISES, AND IT SHALL HAVE A LIEN UPON THE MORTGAGED PROPERTIES, AND THE PROCEEDS THEREOF, PREFERENTIAL TO THE BONDS, FOR ANY SUCH LIABILITY OR DAMAGE.

THE TRUSTEE MAY ADVISE WITH LEGAL COUNSEL; AND ANY ACTION UNDER THIS INDENTURE TAKEN OR SUFFERED IN GOOD FAITH BY THE TRUSTEE IN ACCORDANCE WITH THE OPINION OF COUNSEL, SHALL BE CONCLUSIVE ON THE COMPANY AND ON ALL HOLDERS OF THE BONDS; AND THE TRUSTEE SHALL BE FULLY PROTECTED IN RESPECT THERETO.

THE TRUSTEE SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, WAIVER, COPY OF RESOLUTION, CONSENT, CERTIFICATE, NOTE, AFFIDAVIT, ENDEMNITY BOND OR OTHER PAPER OR DOCUMENT BELIEVED BY THE TRUSTEE TO BE GENUINE AND TO BE SIGNED BY THE PROPER PARTY OR PARTIES.

THE TRUSTEE SHALL NOT BE ACCOUNTABLE IN RESPECT OF THE VALIDITY OF THIS INSTRUMENT OR OF THE BONDS ISSUED HEREUNDER, OR FOR THE SUFFICIENCY OF THE SECURITY PROVIDED HEREBY; AND IT MAKES NO REPRESENTATION IN RESPECT THEREOF.

THE TRUSTEE, IN ITS INDIVIDUAL CAPACITY, MAY ACQUIRE AND HOLD ANY BONDS ISSUED HEREUNDER, WITH THE SAME RIGHTS AND TO THE SAME EXTENT AS IF IT WERE NOT SUCH TRUSTEE.

ALL RIGHTS OF ACTION UNDER THIS INDENTURE MAY BE ENFORCED BY THE TRUSTEE WITHOUT THE POSSESSION OF ANY BONDS, OR THE PRODUCTION THEREOF ON THE TRIAL OR OTHER PROCEEDING RELATIVE THERETO.

IN CASE AT ANY TIME IT SHALL BE NECESSARY OR PROPER FOR THE TRUSTEE TO MAKE ANY INVESTIGATION RESPECTING ANY FACTS PREPARATORY TO TAKING OR NOT TAKING ANY ACTION, OR DOING OR NOT DOING ANYTHING AS SUCH TRUSTEE, THE CERTIFICATE OF THE COMPANY, UNDER ITS CORPORATE SEAL, ATTESTED BY THE SIGNATURE OF ITS PRESIDENT OR A VICE-PRESIDENT, AND THE AFFIDAVIT OF ONE OR MORE DIRECTORS OF THE COMPANY, OTHER THAN SUCH PRESIDENT OR VICE-PRESIDENT, SHALL, EXCEPT AS IN THIS INDENTURE OTHERWISE EXPRESSLY PROVIDED, BE CONCLUSIVE EVIDENCE OF SUCH FACT TO PROTECT THE TRUSTEE IN ANY ACTION THAT IT MAY TAKE, OR REFRAIN FROM TAKING, BY REASON OF THE SUPPOSED EXISTENCE OR NON-EXISTENCE OF SUCH FACT.

SECTION 97. THE TRUSTEE OR ANY SUCCESSOR MAY RESIGN AS TRUSTEE HEREUNDER BY FILING WITH THE COMPANY AN INSTRUMENT IN WRITING, RESIGNING THE TRUSTS CREATED HEREBY, TWO WEEKS (OR SUCH SHORTER TIME AS MAY BE ACCEPTED BY THE COMPANY AS ADEQUATE) BEFORE SUCH RESIGNATION SHALL TAKE EFFECT.

ANY TRUSTEE ACTING HEREUNDER MAY BE REMOVED AT ANY TIME BY AN INSTRUMENT IN WRITING FILED WITH IT AND EXECUTED BY THE HOLDERS OF AT LEAST A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING; PROVIDED, THERE BE PAID TO THE TRUSTEE SO REMOVED ALL MONEYS THEN DUE TO IT HEREUNDER.

SECTION 98. IN CASE AT ANY TIME ANY TRUSTEE SHALL RESIGN OR SHALL BE REMOVED OR OTHERWISE SHALL BECOME INCAPABLE OF ACTING, A SUCCESSOR TO SUCH TRUSTEE MAY BE APPOINTED BY THE HOLDERS OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT