

HEREUNDER (OTHER THAN MONEY SO DEPOSITED FOR THE PAYMENT OF SAID BONDS AND COUPONS), AND ALL THE PROPERTY, RIGHTS AND INTERESTS HEREBY CONVEYED OR PLEDGED SHALL REVERT TO THE COMPANY, AND THE ESTATE, RIGHT, TITLE AND INTEREST OF THE TRUSTEES SHALL THEREUPON CEASE, DETERMINE AND BECOME VOID; AND THE TRUSTEES IN SUCH CASE UPON DEMAND OF THE COMPANY, AND AT ITS COST AND EXPENSE, SHALL EXECUTE PROPER INSTRUMENTS ACKNOWLEDGING SATISFACTION OF THIS INDENTURE, AND SUCH DEEDS OF RELEASE OR CONVEYANCE AS SHALL BE NECESSARY, PROPER OR REQUISITE TO REVEST IN THE COMPANY THE PROPERTY THEN SUBJECT TO THIS INDENTURE FREE AND DISCHARGED FROM THE LIEN THEREOF. THE DEPOSIT OF SUCH MONEYS WITH THE TRUST COMPANY SHALL, AS TO THE COMPANY, BE DEEMED A PAYMENT OF SUCH BONDS, AND SHALL DISCHARGE THE LIABILITY OF THE COMPANY THEREON, BUT THE TRUST COMPANY SHALL NOT BE CHARGEABLE WITH INTEREST ON ANY SUCH DEPOSIT.

ARTICLE XII.

EACH TRUSTEE, FOR ITSELF OR HIMSELF AND ITS OR HIS SUCCESSORS, HEREBY ACCEPTS THE TRUSTS AND ASSUMES THE DUTIES HEREIN CREATED AND IMPOSED UPON SUCH TRUSTEE; BUT ONLY UPON THE FOLLOWING TERMS AND CONDITIONS, TO-WIT:

(A) EACH TRUSTEE SHALL BE PROTECTED IN ANY ACTION TAKEN BY SUCH TRUSTEE UPON ANY NOTICE, RESOLUTION, VOTE, REQUEST, CONSENT, CERTIFICATE, AFFIDAVIT, STATEMENT, BOND, COUPON OR OTHER PAPER OR DOCUMENT BELIEVED BY SUCH TRUSTEE TO BE GENUINE, AND TO HAVE BEEN PASSED OR SIGNED BY THE PROPER PARTIES.

(B) EACH TRUSTEE MAY SELECT AND EMPLOY IN AND ABOUT THE EXECUTION OF THIS TRUST SUITABLE AGENTS AND ATTORNEYS, WHOSE REASONABLE COMPENSATION SHALL BE PAID BY THE COMPANY, OR, IN DEFAULT OF SUCH PAYMENT, SHALL BE A CHARGE UPON THE MORTGAGED PROPERTY, AND THE PROCEEDS THEREOF, PARAMOUNT TO SAID BONDS, AND NEITHER TRUSTEE SHALL BE ANSWERABLE FOR THE DEFAULT OR MISCONDUCT OF ANY AGENT OR ATTORNEY SELECTED BY EITHER OF THE TRUSTEES IN PURSUANCE HEREOF.

(C) NEITHER TRUSTEE, SAVE FOR HIS OR ITS OWN INDIVIDUAL GROSS NEGLIGENCE OR WILFUL DEFAULT, SHALL BE PERSONALLY LIABLE FOR ANY LOSS OR DAMAGE, AND NEITHER TRUSTEE SHALL BE LIABLE FOR ANY ACT OR OMISSION OF THE OTHER.

(D) IT SHALL BE NO PART OF THE DUTY OF EITHER TRUSTEE TO FILE OR RECORD OR REFILE, RE-RECORD, REGISTER OR RE-REGISTER THIS INDENTURE AS A MORTGAGE OR CONVEYANCE OF REAL ESTATE OR AS A CHATTEL MORTGAGE, OR AS A CONVEYANCE OR TRANSFER OF PERSONAL PROPERTY, OR TO RENEW SUCH MORTGAGE, OR TO PROCURE ANY FURTHER, OTHER OR ADDITIONAL INSTRUMENTS OF FURTHER ASSURANCE, OR TO DO ANY OTHER ACT WHICH MAY BE NECESSARY TO BE DONE FOR THE CONTINUANCE OF THE LIEN HEREOF, OR FOR GIVING NOTICE OF THE EXISTANCE OF SUCH LIEN, OR FOR EXTENDING OR SUPPLEMENTING THE SAME, THE COMPANY HEREBY COVENANTING TO ATTEND TO ALL SUCH MATTERS, SO AS TO KEEP UNIMPAIRED THE LIEN HEREOF UPON ALL THE MORTGAGED PROPERTY AS IT SHALL BE CONSTITUTED FROM TIME TO TIME. NEITHER TRUSTEE SHALL BE LIABLE FOR THE EXERCISE OF ANY DISCRETION OR POWER HEREUNDER OR FOR MISTAKES OR ERRORS OF JUDGMENT, NOR OTHERWISE IN CONNECTION WITH THIS TRUST EXCEPT FOR HIS OR ITS OWN WILFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED, NEITHER TRUSTEE SHALL BE OBLIGED TO TAKE NOTICE OF ANY DEFAULT UNTIL RECEIPT OF WRITTEN NOTICE THEREOF, SIGNED BY THE HOLDERS OF TWENTY-FIVE PER CENTUM IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING HEREUNDER, AND UNLESS AND UNTIL THE TRUSTEES SHALL HAVE RECEIVED SUCH WRITTEN NOTICE DISTINCTLY SPECIFYING THE DEFAULT THE TRUSTEES, AND EACH OF THEM, MAY CONCLUSIVELY ASSUME THAT NO DEFAULT HAS OCCURRED HEREUNDER.

(E) EACH TRUSTEE SHALL HAVE A FIRST LIEN UPON THE MORTGAGED PROPERTY FOR THE