

REASONABLE EXPENSES, COUNSEL FEES AND COMPENSATION OF SUCH TRUSTEE, AND FOR ALL LIABILITIES INCURRED IN AND ABOUT THE EXECUTION OF THE TRUST HEREBY CREATED, AND THE EXERCISE AND PERFORMANCE OF THE POWERS AND DUTIES OF SUCH TRUSTEE HEREUNDER, WHICH EXPENSES, LIABILITIES, COUNSEL FEES AND COMPENSATION THE COMPANY COVENANTS AND AGREES TO PAY ON DEMAND.

(F) NEITHER TRUSTEE SHALL BE UNDER ANY OBLIGATION OR DUTY TO PERFORM ANY ACT HEREUNDER, OR TO DEFEND ANY SUIT IN RESPECT HEREOF, UNLESS REASONABLY INDEMNIFIED, AND WHENEVER SUCH INDEMNITY IS INADEQUATE SUCH TRUSTEE MAY REQUIRE FURTHER INDEMNITY FROM TIME TO TIME, NOR, EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED, SHALL EITHER TRUSTEE BE REQUIRED TO TAKE ANY ACTION WITH RESPECT TO ANY DEFAULT HEREUNDER, OR TO TAKE ANY ACTION TOWARDS THE EXECUTION OR ENFORCEMENT OF THE TRUST HEREBY CREATED, UNLESS REQUESTED BY AN INSTRUMENT IN WRITING SIGNED BY THE HOLDERS OF TWENTY-FIVE PER CENTUM IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING HEREUNDER. EXCEPTING AS HEREIN EXPRESSLY OTHERWISE PROVIDED, NEITHER TRUSTEE SHALL BE BOUND TO RECOGNIZE ANY PERSON AS A BONDHOLDER UNLESS AND UNTIL HIS BONDS ARE SUBMITTED FOR INSPECTION, IF REQUIRED, AND HIS TITLE SATISFACTORILY ESTABLISHED IF DISPUTED.

(G) THE RECITALS OF FACTS AND REPRESENTATIONS HEREIN AND IN SAID BONDS AND IN THE COUPONS APPERTAINING THERETO CONTAINED SHALL BE TAKEN AS MADE BY THE COMPANY, AND SHALL NOT BE CONSTRUED AS MADE BY EITHER TRUSTEE, SAVE THAT THE TRUST COMPANY'S AUTHENTICATION UPON THE BONDS SHALL BE TAKEN AS MADE BY THE TRUST COMPANY.

(H) NEITHER TRUSTEE SHALL BE PERSONALLY LIABLE FOR ANY DEBTS CONTRACTED, NOR FOR DAMAGES TO PERSONS OR PROPERTY INJURED, NOR FOR SALARIES OR NON-FULFILLMENT OF CONTRACTS, DURING ANY PERIOD IN WHICH SUCH TRUSTEE SHALL MANAGE OR OPERATE THE MORTGAGED PROPERTY UPON ENTRY AS HEREINBEFORE PROVIDED.

(I) IT SHALL BE NO PART OF THE DUTY OF EITHER TRUSTEE TO PROCURE ANY FIRE OR OTHER INSURANCE, OR TO RENEW ANY INSURANCE POLICIES BY WHOMSOEVER PROCURED, OR TO REQUIRE THE FILING OF ANY STATEMENTS WITH SUCH TRUSTEE, OR TO PROCURE THE DELIVERY OF ANY POLICIES OF INSURANCE, NOR SHALL SUCH TRUSTEE BE UNDER ANY OBLIGATION TO PAY OR TO SEE TO THE PAYMENT OF ANY RENTALS, TAXES, ASSESSMENTS OR OTHER LEVIES, OR TO PAY OR TO SEE TO THE PAYMENT OF ANY TAX, ASSESSMENT OR OTHER CHARGE WHICH MAY BE LEVIED AGAINST THE COMPANY, OR AGAINST THE INTEREST OF EITHER OF THE TRUSTEES OR OF THE BONDHOLDERS, OR TO KEEP INFORMED WITH RESPECT TO ANY SUCH MATTERS.

(J) IN CASE AT ANY TIME IT SHALL BE NECESSARY OR PROPER FOR EITHER TRUSTEE TO MAKE ANY INVESTIGATION RESPECTING ANY FACT PREPARATORY TO TAKING OR NOT TAKING ANY ACTION OR DOING OR REFRAINING FROM DOING ANYTHING UNDER THIS INDENTURE, AS SUCH TRUSTEE, THE CERTIFICATE OF THE COMPANY, UNDER ITS CORPORATE SEAL, SIGNED AND SWORN TO BY ITS PRESIDENT OR A VICE-PRESIDENT, SHALL (EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS INDENTURE), BE SUFFICIENT EVIDENCE OF SUCH FACT TO PROTECT SUCH TRUSTEE IN ANY ACTION SUCH TRUSTEE MAY TAKE OR REFRAIN FROM TAKING BY REASON OF THE SUPPOSED EXISTANCE OF SUCH FACT.

(K) NEITHER TRUSTEE SHALL HAVE ANY RESPONSIBILITY FOR, AND MAKES NO REPRESENTATION WITH RESPECT TO, THE VALIDITY OF THIS INSTRUMENT, OR OF THE EXECUTION OR ACKNOWLEDGMENT THEREOF, OR OF ANY BOND OR COUPON ISSUED HEREUNDER; NOR FOR THE VALIDITY OR ENFORCIBILITY OF ANY CONTRACT ASSIGNED OR PURPORTED TO BE ASSIGNED BY THIS INDENTURE, NOR FOR THE PERFORMANCE OF ANY SUCH CONTRACT BY THE COMPANY OR BY ANY OTHER PERSON, WHETHER OR NOT A PARTY TO SUCH CONTRACT; NOR FOR THE FORM, GENUINENESS, VALIDITY,