

TRUSTS OF THIS INDENTURE, BUT ONLY UPON THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS, TO WHICH THE COMPANY AND THE BONDHOLDERS AGREE, TO-WIT:

(A) THE RECITALS HEREIN AND IN THE BONDS CONTAINED SHALL BE TAKEN AS THE STATEMENTS OF THE COMPANY AND SHALL NOT BE CONSIDERED AS MADE BY OR IMPOSING ANY OBLIGATION OR LIABILITY UPON THE TRUSTEES OR EITHER OF THEM. THE TRUSTEES MAKE NO REPRESENTATIONS AS TO THE VALUE OR CONDITION OF THE MORTGAGED PROPERTY OR ANY PART THEREOF, OR AS TO THE TITLE OF THE COMPANY THERETO, OR AS TO THE SECURITY AFFORDED THEREBY OR HEREBY, OR AS TO THE VALIDITY OF THIS INDENTURE OR OF THE BONDS OR COUPONS ISSUED HEREUNDER, AND THE TRUSTEES SHALL INCUR NO LIABILITY OR RESPONSIBILITY IN RESPECT OF ANY OF SUCH MATTERS.

(B) THE TRUSTEES SHALL BE UNDER NO DUTY TO RECORD, REGISTER OR FILE, OR CAUSE TO BE RECORDED, REGISTERED OR FILED THIS OR ANY SUPPLEMENTAL INDENTURE OR OTHER INSTRUMENT OF FURTHER ASSURANCE WHICH THEY MAY HEREAFTER RECEIVE AS HEREIN PROVIDED, OR TO PROCURE ANY SUPPLEMENTAL INDENTURE OR ANY FURTHER, OTHER OR ADDITIONAL INSTRUMENT OF FURTHER ASSURANCE OR TO GIVE NOTICE TO ANY ONE OF THE EXISTANCE OF THE LIEN OF THIS INDENTURE OR OF ANY SUCH OTHER INDENTURE OR INSTRUMENT.

(C) THE TRUSTEES SHALL BE UNDER NO OBLIGATION TO SEE TO THE DELIVERY TO THEM OR EITHER OF THEM OF ANY OBLIGATIONS OR EVIDENCES OF INDEBTEDNESS OR OTHER SECURITIES REQUIRED TO BE DELIVERED TO THEM OR EITHER OF THEM HEREUNDER, OR TO SEE THAT ANY OF THE PROPERTY HEREBY INTENDED TO BE CONVEYED OR ASSIGNED IS PROPERLY AND LEGALLY SUBJECTED TO THE LIEN HEREOF. THE TRUSTEES NEED NOT TAKE ANY ACTION TO SECURE THE CONVEYANCE TO OR DEPOSIT WITH THEMSELVES OR EITHER OF THEM OF ANY PROPERTY ACQUIRED BY THE COMPANY AFTER THE DATE OF THE EXECUTION HEREOF.

(D) THE TRUSTEES SHALL BE UNDER NO DUTY TO PROCURE OR RENEW, OR UNDER ANY LIABILITY FOR THE FAILURE OF THE COMPANY TO PROCURE OR RENEW, INSURANCE; NOR SHALL THE TRUSTEES BE RESPONSIBLE FOR ANY INSURER.

(E) THE TRUSTEES SHALL BE UNDER NO DUTY OR LIABILITY IN RESPECT OF ANY TAX, ASSESSMENT OR OTHER GOVERNMENTAL CHARGE WHICH MAY BE LEVIED, ASSESSED OR IMPOSED AGAINST THE COMPANY OR THE TRUSTEES OR EITHER OF THEM OR THE HOLDERS OF THE BONDS BY REASON OF THEIR INTEREST IN THE MORTGAGED PROPERTY, OR AGAINST THE MORTGAGED PROPERTY, NOR SHALL THE TRUSTEES BE UNDER ANY DUTY TO PAY OR TO SEE TO THE PAYMENT OF ANY SUCH TAX OR TO TAKE ANY NOTICE OF ANY ASSESSMENT THEREOF OR TO GIVE ANY NOTICE THEREOF TO THE HOLDERS OF THE BONDS OR TO ANY OTHER PERSON.

(F) THE TRUSTEES SHALL BE UNDER NO RESPONSIBILITY OR DUTY WITH RESPECT TO THE DISPOSITION OF THE BONDS OR THE APPLICATION OF THE PROCEEDS THEREOF OR OF ANY MONEYS PAID TO THE COMPANY UNDER ANY OF THE PROVISIONS HEREOF.

(G) THE TRUSTEES MAY EXECUTE ANY OF THE TRUSTS OR POWERS HEREOF AND PERFORM ANY DUTY HEREUNDER EITHER THEMSELVES OR BY OR THROUGH THEIR ATTORNEYS, AGENTS OR EMPLOYEES, AND NEITHER OF THE TRUSTEES SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR ANY ACT, DEFAULT, NEGLECT OR MISCONDUCT OF THE OTHER OR OF ANY SUCH ATTORNEYS, AGENTS OR EMPLOYEES, IF REASONABLE CARE SHALL HAVE BEEN EXERCISED IN THEIR APPOINTMENT AND RETENSION, OR FOR THE EXERCISE OF ANY DISCRETION OR POWER HEREUNDER, OR FOR ANYTHING WHATSOEVER IN CONNECTION WITH THIS TRUST EXCEPT HIS OR ITS OWN WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

(H) THE TRUSTEES OR EITHER OF THEM MAY, AT THE EXPENSE OF THE COMPANY, ADVISE WITH LEGAL COUNSEL TO BE SELECTED AND EMPLOYED BY THEM, AND THE TRUSTEES SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR SUFFERED BY THEM OR EITHER OF THEM IN GOOD FAITH IN ACCORDANCE WITH THE OPINION OF SUCH COUNSEL.