

ARTICLE NINTH.  
CONCERNING THE TRUSTEES.

TRUSTEES ACCEPT TRUSTS ON CONDITIONS.

SECTION 1.

The Trustees for themselves and their successors, accept the trusts of this indenture and agree to execute them, but only upon the following additional terms and conditions:

--NOT REQUIRED TO RECORD INDENTURE.  
CORPORATION TO RECORD INDENTURE.

(1) The Trustees shall be under no obligation to see the recording, registry or filing of this indenture, but the Corporation covenants that it will with all convenient speed cause this indenture to be duly recorded as provided in Article Fourth hereof and will do all other things requisite to preserve, protect and continue the lien hereof; and the Corporate Trustee may authenticate and deliver bonds issued hereunder before any such recording, registry or filing.

TRUSTEES ENTITLED TO COMPENSATION AND PRIOR LIEN THEREFOR.

(2) The Trustees shall be entitled to reasonable compensation (which shall not be limited to the compensation of trustees of any express trust as provided by law) for all services rendered by them in the case of the trusts hereby created, and shall have a lien upon the trust estate under this indenture, prior to the lien of the bonds secured hereby, for such compensation and for their reasonable expenses and counsel fees. The Corporation agrees to pay such compensation, as well as all expenses necessarily incurred or disbursed by the Trustees hereunder, from time to time on request of the Trustees, and to indemnify the Trustees against any liability or damages incurred or sustained by them under this indenture; and the Trustees shall have a lien upon the trust estate under this indenture prior to the rights and claims of the holders of the bonds secured hereby, for any such liability or damage and the reimbursement thereof.

--PROTECTED IN ACTING UPON INSTRUMENT BELIEVED GENUINE.

(3) The Trustees shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by them to be genuine and to have been signed by the proper party or parties, and any action taken by the Trustees pursuant to this indenture upon any notice, request, authority, or consent of any person who, at the time of making such request or giving such authority or consent is the owner of any bonds secured hereby, shall be conclusive and binding upon all future owners of the same bond and of all bonds issued in exchange therefor or in place thereof.

--NOT ANSWERABLE FOR ACTS OF AGENTS.

--NOT REQUIRED TO ACT ON DEFAULT UNTIL NOTIFIED AND INDEMNIFIED.

--MAY REQUIRE SUBMISSION OF BONDS.

(4) Neither of the Trustees shall be answerable for the default or misconduct of the other or for the default or misconduct of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; nor for the exercise of any discretion or power hereunder, nor for anything whatever in connection with this trust, except wilful misconduct or gross negligence; nor shall the Trustees be accountable for the use by the Corporation of any bonds authenticated or delivered by the Corporate Trustee hereunder or of any of the proceeds of any such bonds. The Trustees shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created which, in the opinion of the Corporate Trustee, shall be likely to involve expense or liability unless one or more of the holders of the bonds hereby secured shall, as often as required by the Corporate Trustee, furnish indemnity satisfactory to it against such expense or liability. The Trustees shall not be required to take notice of any default