

Section 1. The Trustee shall receive, for acting as Trustee, a reasonable charge for all services in connection with this trust, and for all extraordinary services rendered by it, including a reasonable fee upon the filing of any suit or action for the foreclosure hereof, the appointment of a Receiver, or collection of moneys due hereunder, as well as such attorney fee in any such suit or action as the Court shall adjudge reasonable. In any such suit or action, it is hereby agreed that a reasonable fee to be allowed to the Trustee in such proceedings shall be a sum equal to five (5) per cent of the outstanding indebtedness hereunder at that time. All sums due or to become due the Trustee hereunder, including all costs, charges, fees and expenses earned or incurred, and all moneys advanced under the terms hereof, and all attorney fees earned or incurred or which may be due hereunder, it being agreed that the Trustee may advise with and employ an attorney whenever it deems it advisable, shall be and constitute a first lien at all times upon any and all moneys and any and all property covered by this mortgage or deed of trust. The Trustee shall have the right, at any and all times, to reimburse itself and pay any and all fees, costs, charges and expenses due to or incurred by it, or allowed by court, before the application of any such funds to the payment of any other amounts due from the Mortgagor under the terms of this mortgage, anything herein to the contrary notwithstanding.

Section 2. The Trustee shall be fully protected in authenticating bonds and in taking any other action hereunder in relying upon certificates and statements of the Mortgagor to the effect that all of the appurtenant provisions contained in this trust agreement have been complied with by it, and shall be fully protected in acting upon any other receipt, certificate, or insurance policies or other papers which it believes to be genuine.

Section 3. The Trustee shall be under no responsibility whatever to record, re-record, file, re-file, or register this mortgage or any supplement hereof, or any covenant, instrument, mortgage, contract or transfer of any of the same, or any other papers or instruments relating thereto, or to make inquiry with respect thereto. The Mortgagor covenants and agrees to record and file this mortgage or Deed of "Trust" and all papers or instruments relating hereto and any and all papers in connection herewith so far as any such recording or filing shall be necessary for the protection of said bonds, if and when any such recording or filing shall be necessary to keep unimpaired the lien hereof.

Section 4. The Trustee may exercise any of its powers and perform any of its duties by or through, and may select and employ in and about the execution of this trust, attorneys, agents, accountants or other employees at a reasonable compensation which shall be deemed part of the expenses of the trust, when necessary to employ same, and it shall not be liable for any neglect, omissions, or wrong going or default of any such agents, attorney, accountant, or employee, reasonable care being exercised in their selection, and it may accept the advice in legal matters of its attorney, and it shall be protected and incur no responsibility in acting on such advice and the said trustee shall be liable for nothing whatever in connection with this trust except for its own wilful misconduct or gross negligence.

Section 5. The Trustee shall be under no obligation to institute, appear in, conduct or defend any suit or litigation, or to take any action toward the execution or enforcement of the trust hereby created which in its opinion would be likely to involve it in expense or liability unless one or more of the bondholders shall request it and furnish indemnity satisfactory to it against such expenses and liabilities, but this section shall not prevent the Trustee from taking any action given to it by this mortgage or Deed of Trust without requiring such indemnity when requested to take such action by any one or number of the bondholders and it shall deem it in its discretion advisable to do so.