

them, may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by them, or by either of them, in the exercise of reasonable care, or, if selected or retained by the Company prior to the occurrence of a default of which the Trustee has been notified as provided in subparagraph (g) of this Section, or of which by said subparagraph the Trustee is deemed to have notice, approved by the Trustees in the exercise of such care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action in accordance with any such opinion or advice.

(b) The Trustees shall not be responsible for any recital herein, or in said bonds (except in respect of the certificate of the Trustee endorsed on such bonds), or for the recording or rerecording, filing or refiling of this Indenture, or for insuring the "mortgaged property" or collecting any insurance moneys, or for the validity of the execution by the Company of this Indenture or of any supplemental indenture or instrument of further assurance, or for the sufficiency of the security for the bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the "mortgaged property," or for the payment of or for keeping down taxes, charges, assessments or liens upon the same, or otherwise as to the maintenance of the security hereof; except that in the event the Trustees enter into possession of a part or all of the "mortgaged property" pursuant to any provision of this Indenture, they shall use due diligence in preserving the "mortgaged property"; and the Trustees shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Company, except as hereinafter set forth; but the Trustees may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the Company as to the condition of the "mortgaged property".

(c) The Trustee shall not <sup>be</sup> accountable for the use of any bonds authenticated or delivered hereunder or of any of the proceeds of such bonds. The Trustees may become the owners of bonds and coupons secured hereby with the same rights which they would have if not trustees.

(d) The Trustees shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by them to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustees pursuant to this Indenture upon the request or 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 bond secured hereby, shall be conclusive and binding upon all future owners of the same bond and upon bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding the Trustees, or either of them, shall be entitled to rely upon a certificate of the Company signed by its President or Vice President and attested by its Treasurer or Secretary as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which they have been notified as provided in subparagraph (g) of this Section, or of which by said subparagraph they are deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at their discretion, at the reasonable expense of the Company, in every case secure such further evidence as they may think necessary or advisable, but shall in no case be bound to secure the same. The Trustees may accept a certificate of the Secretary or an

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