

bank or banking institution, or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof jointly with the Trustees, or to act as separate trustee or trustees of all such property or any part thereof.

SECTION 16.14. The Trustees may raise and borrow money on the security of the mortgaged property, or any part thereof, for the purpose of paying off or discharging any mortgage or charge for the time being charged on the mortgaged property, or any part thereof, in priority to the lien of this Indenture. The Trustees may raise and borrow such moneys as aforesaid at such rate of interest and generally on such terms and conditions as they shall think fit, and may secure the repaying of the moneys so raised or borrowed, with interest on the same, by mortgaging or otherwise charging the mortgaged property, or any part thereof, in such manner and form as they shall think fit.

SECTION 16.15. In case the Company shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the mortgaged property, the Trustees, or either of them, may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustees, or either of them, or of the bondholders hereunder, arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the highest rate borne by any bonds at the time outstanding hereunder, shall be repaid by the Company upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of said bonds, and shall be paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Company; but neither of them shall be under any obligation to make any such payment unless they be requested so to do by the holders of at least ten per cent. (10%) of the aggregate principal amount of bonds outstanding hereunder and unless they be provided with adequate funds for the purpose of such payment.

SECTION 16.16. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustees and each of them as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the authentication and delivery of bonds or the withdrawal of cash hereunder; but the Trustees, or either of them, may, and the Trustee, shall, if requested in writing so to do by the holders of not less than ten per cent. (10%) in aggregate principal amount of bonds outstanding hereunder, cause to be made such independent investigation as to them, it or him may seem fit and the Trustee may decline to authenticate or deliver such bonds or pay over such cash unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of such investigation shall be paid by the Company or, if paid by the Trustees, or either of them, shall be repaid by the Company upon demand with interest at the rate of six per cent. (6%) per annum.

ARTICLE SEVENTEEN.

ADDITIONAL PROVISIONS.

SECTION 17.01. No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer, director or employee, present or future, of the Company or of any successor corporation, either directly or through the Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this Indenture, and the obligations hereby