

one or more of said bondholders shall, as often as required by The Trustee, give it reasonable indemnity, against the same anything herein contained to the contrary notwithstanding; and The Trustee and its agents, attorney and counsel shall be entitled to a reasonable compensation for all services rendered in connection with the trust hereby created, or in pursuance of the provisions of this indenture. The Railroad Company agrees to pay to The Trustee such compensation, and also all expenses reasonably incurred by The Trustee hereunder, and The Trustee shall have a first lien therefor upon the mortgaged property, and the proceeds thereof.

It is further understood and agreed that The Trustee shall not be required to take notice or be deemed to have notice of any default of The Railroad Company, either in the payment of any interest or principal of any of the bonds secured hereby, or in the performance of or compliance with any covenant or condition of this indenture, unless The Trustee shall have been specifically notified in writing of such default.

It is further understood and agreed by and between the parties hereto and any future holder of the bonds secured hereby as a condition precedent to the acceptance by the said party of the second part of the trusts hereby constituted, that The Trustee shall not be answerable for any act, default, neglect or misconduct of any of the agents or employees by it appointed or employed in connection with the execution of any of the said trusts nor in any other wise answerable or accountable, under any circumstances whatsoever, except for its own wilful default, misconduct or neglect; that the recitals herein contained are made by and on the part of the party of the first part, and The Trustee assumes no responsibility for the correctness of the same; also, that it shall be no part of the duty of The Trustee to effect insurance against fire or other damage on any portion of the mortgaged property or to renew any policies of insurance or to keep itself informed as to the payment of any taxes or assessments or to require such payments to be made; but The Trustee may in its discretion do any or all of these things. The Trustee shall be protected in any action it may take relying upon any bond, certificate or other document called for by this instrument and believed by it in good faith to be genuine and to be signed or executed by the proper party or parties