

replacing the same by new machinery, equipment or implements, which shall become subject to the lien of this Indenture.

Section 4. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

Section 5. In case the mortgaged estates, properties and franchises other than or including the securities of other corporations shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Mortgagor Company may be exercised by such receiver, with the approval of the Trustee; and if the Trustee shall be in possession of the same under any provision of this Indenture, then all the powers by this Article conferred upon the Mortgagor Company may be exercised by the Trustee in its discretion.

Section 6. A certificate signed by the President or a Vice-President and the chief engineer of the Mortgagor Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Article required to be established in order to authorize the release of any property hereunder, and shall be full warrant and protection to the Trustee, in its discretion, may require such further and additional evidence as to it may seem reasonable.

ARTICLE TEN/
Satisfaction of the Mortgage.

If, when the bonds hereby secured shall have become due and payable, the Mortgagor Company shall well and truly pay or cause to be paid the whole amount of the principal and interest due upon all of the bonds hereby secured then outstanding, or shall provide for such payment by depositing with the Trustee, for the payment of such bonds and interest thereon, the entire amount due for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Mortgagor Company to the Trustee or to the holders of the bonds, then and in that case the estates, properties and franchises hereby conveyed and all rights and interests therein and thereto shall revert to the Mortgagor Company, or to whosoever may be entitled thereto, and the estate, right, title and interest of the Trustee therein shall thereupon cease, determine and become void; and the Trustee shall in such case, on demand of the Mortgagor Company and at the cost and expense of the latter, enter satisfaction and discharge of this Indenture upon the records, or execute and deliver proper release deeds; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE ELEVEN.
Concerning the Trustee.

Section 1. The Trustee may employ agents and attorneys in fact and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for anything whatever, in connection with this trust, except willful misconduct or gross negligence. The Trustee may consult with counsel, to be selected and employed by it at the expense of the Mortgagor Company, and shall be protected in any action taken or suffered by it in good faith and in accordance with the opinion of its said counsel. The Trustee shall not be personally liable for any debts contracted by it, or for damages to persons or property carried or injured, or for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the mortgaged estates, properties and franchises upon entry or voluntary surrender as aforesaid. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in its opinion,