

purport of this Indenture, and shall well and truly pay all charges or liabilities of the Trustees herein, or either of them; then and in that case all property rights and interests hereby conveyed shall revert to the Company, and the estate, right, title and interest of the Trustees therein shall thereupon cease and determine, and the Trustees in such case, upon the demand of the Company or its successors and assigns, and at the cost and expense of the Company, shall enter satisfaction and discharge of this Indenture upon the public records and deliver to the mortgagors, or to whomsoever may be entitled thereto, all security, money, or other property held by them or either of them as Trustees hereunder, save and except any money which may have been deposited under the terms of this Indenture for the payment of outstanding bonds and coupons.

#### ARTICLE IX.

##### CONCERNING THE TRUSTEES.

Section 1. The Trustees shall not be answerable for the default or misconduct of any agent, attorney or employe appointed by them or either of them in pursuance hereof, if said agent, attorney or employe shall have been selected with reasonable care, nor in any event shall the Trustees be answerable for any default, neglect, or misconduct of any person who may have been the agent, attorney or employe of the Company, and who shall be by the Trustees continued in the charge of any of the affairs or property of said Company; nor shall the Trustees, or either of them, be in any way responsible or liable for anything whatsoever done by them or either of them in connection with this trust except for wilful misconduct or gross negligence.

Section 2.. The Trustees shall not be under any obligation to take any action for the execution or enforcement of the trust hereby created, which in the opinion of the Trustees would be liable to involve them or either of them in any expense or liability or to involve taking action for which the Trustees or either of them shall be entitled to compensation hereunder, unless one or more of the holders of the bonds hereby secured, shall, as often as requested by the Trustees, furnish them reasonable indemnity against such expense or liability and reasonable security for such compensation; nor shall the Trustees be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least twenty-five per cent. in amount of the bonds hereby secured, then issued and outstanding, or to take any action in respect of any default hereunder, unless requested to take such action by a writing signed by the holders of not less than twenty-five per cent. in amount, of the bonds hereby secured, then outstanding, accompanied by the tender of reasonable indemnity and securities aforesaid; anything herein contained to the contrary notwithstanding.

But the foregoing provisions of this section are intended only for the protection of the Trustees, and shall not be construed as limiting or affecting any discretion or powers given to the Trustees by any provision of this Indenture, to determine whether or not they will take action in respect to any default, or any power or discretion of the Trustees to take action in respect to any default, without such notice or request from the bondholders, if the Trustees shall elect so to do, or to limit or affect the discretion or powers given to the Trustees.

Section 3. The Trustees shall be under no obligation to recognize any person, firm or corporation as a holder or owner of one or more of the bonds, not to do or to refrain from doing any act pursuant to the request or demand of any person, firm or corporation, professing or claiming to be such holder or owner of one or more bonds unless or until such holder or owner of one or more bonds shall produce the said bond or bonds, and shall deposit the same with the Trustees, and shall indemnify and save the