

of any of the existing or future officers, directors and stockholders of the Telephone Company for the enforcement or collection of such bonds or any of them, or of the coupons.

ARTICLE TWENTY TWO.

TRUSTEE---RIGHTS OF.

The Trustee, party hereto of the second part, for itself and its successor or successors hereby accepts the trust and assumes the duties herein created and imposed upon it, upon the following terms and conditions, it being expressly understood and agreed that the recital herein contained are made on behalf of the Telephone Company, and the said Trustee assumes no responsibility as to the correctness of any statement herein contained, nor as to the validity of this mortgage or deed or trust, nor as to the amount or extent of the security afforded by the property conveyed by this mortgage or deed of trust; and the said Trustee shall not be in any way liable for the consequences of any breach on the part of the Telephone Company of any of the covenants herein contained, or for any other act or thing hereunder except for its own negligence.

The Trustee may select and employ, in and about said trusts and duties, suitable agents and attorneys, whose reasonable compensation shall be paid to the Trustee by the Telephone Company; or in default of such payment shall be a charge upon the hereby mortgaged property and proceeds paramount to said bonds; and that the said Trustee shall not be liable for any neglect, omission or other wrong doing of any such agents or attorneys, if reasonable care has been exercised in their selection; nor shall it be responsible for the authenticity or validity of the signatures of any promissory note or other obligations which may at any time be received in pledge hereunder; nor shall it be otherwise answerable save for its own wilful negligence or default.

The Trustee shall have a lien on the mortgaged premises and pledged property for its reasonable expenses, counsel fees and compensation incurred in the performance of the said trusts, powers and duties.

The Trustee shall be under no obligation or duty to perform any act hereunder or to defend any suit in respect hereof, or to do or to refrain from doing any act pursuant to any request of a bondholder, unless fully indemnified to its satisfaction; nor shall the Trustee be bound to recognize any person, firm or corporation as a bondholder until his bonds are produced and submitted for inspection and deposited with the Trustee, and title satisfactorily established, if disputed.

The exclusive right of action hereunder shall be vested in the Trustee until refusal of the Trustee to act, and no bondholder shall have a right to enforce these presents or to sue at law upon his bonds or coupons until after demand upon the Trustee, accompanied by a tender of indemnity satisfactory to it as aforesaid, and a refusal by the Trustee to act in accordance with said demand.

Until and unless the Trustee shall be notified of any default in the performance of any of the covenants or conditions or of the failure to comply with any of the provisions of this indenture, by a notice in writing given by one or more of the holders of the bonds hereby secured then outstanding, the Trustee shall be under no obligation to take any action toward the execution or enforcement of any such covenant or condition or toward compliance with any such provision, and the Trustee shall be protected in acting in all respects under the provisions of this indenture, as if no such default had occurred.

The foregoing provisions of this article are intended only for the protection of the Trustee and shall not be construed to affect any discretion or power by any provision of this indenture given to the Trustee, to determine whether or not it shall take action in respect of any default or failure without such notice or request from bondholders, or to affect any other decision or power given to the Trustee.