

perly chargeable to capital account of the Railway Company, and that no part thereof has been used for ordinary maintenance of the lines of railway or of other property owned or in any way controlled by the Railway Company or for replacements or other purposes ordinarily treated by railroad companies as a part of their operating expenses. Such statements and verified certificates shall be delivered to the Trustee hereunder, and there shall simultaneously be delivered to the trustee of said Prior Lien Mortgage (or, if said Prior Lien Mortgage shall have been satisfied, then to the Trustee hereunder) all bonds and the certificates for all shares of stock so acquired, and such further instruments and conveyances as may be necessary to vest in the trustee of said Prior Lien Mortgage and in the Trustee hereunder all new property so acquired, and, so far as may be any and all other liens, charges or indebtedness acquired under provisions of this Section; and also the written opinion of counsel for the Railway Company to the effect that such instruments and conveyances are sufficient for that purpose, or that no additional instrument or conveyance is necessary. The certificates for all shares of stock so acquired (except such number of shares as may be required to qualify directors), shall be duly transferred into the name of the trustee under said Prior Lien Mortgage (or, if said Prior Lien Mortgage shall have been satisfied, then into the name of the Trustee hereunder); and, if practicable, any bonds so acquired shall be transferred in like manner, or, if not susceptible of such transfer, shall be plainly endorsed as the property of the trustee of said Prior Lien Mortgage, or, if it shall have been satisfied, then of Trustee hereunder. Such resolutions, statements, verified certificates and opinion shall be deemed and taken as plenary authority to the said Trustee for its payment of such cash and a receipt signed by the trustee of the Prior Lien Mortgage for any bonds and certificates of stock delivered to it shall be sufficient evidence to the Trustee hereunder of such delivery.

ARTICLE NINE.

Sec. 1. The Trustee 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 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 trust property or premises 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 trust hereby created, which, in its opinion, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least five per cent. of the bonds hereby secured then outstanding, or to take any action in respect of any default unless requested in writing to take action in respect thereof by the holders of not less than twenty-five per cent. of the bonds hereby secured then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default or to take action without such request. The Trustee shall not be responsible for the recording of this indenture or for the filing of the same as a chattel mortgage.