

made written request upon the trustee and shall have afforded to it reasonable opportunity, not less than sixty (60) days, either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; not unless, also, they shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have neglected to comply with such request. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Mortgage Deed of Trust or Third Mortgage and to any action or cause of action for foreclosure or for the appointment of a Receiver, or for any other remedy hereunder; it being understood and intended that no one or more of the holders of the bonds shall have any right in any manner whatever to affect, disturb or prejudice a lien of this Mortgage Deed of Trust or Third Mortgage by his or their action or to enforce any right hereunder, except in the manner herein provided; and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of outstanding bonds and coupons.

Section 13. No delay or omission of the Trustee or any bondholders to exercise any right or power accruing upon any default shall impair such right or power or shall be construed to be waiver of any such default or an acquiescence therein; and every power and remedy given by this Mortgage Deed of Trust or Third Mortgage to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or the bondholders severally and respectively.

Section 14. Anything in this Mortgage Deed of Trust or Third Mortgage contained to the contrary notwithstanding, the holders of the majority in amount of the bonds then outstanding hereby secured, from time to time, shall have the right to direct and control the method and place of conducting any and all proceedings or any sale under the provisions of this Mortgage Deed of Trust or Third Mortgage or for the foreclosure of this Mortgage Deed of Trust or Third Mortgage, or for the appointment of a receiver.

#### ARTICLE VII.

##### CONCERNING THE TRUSTEE

Section 1. The trusts created hereby are accepted by the Trustee upon the following conditions and no other, viz:

First: The Trustee hereunder for the time being, shall not incur any liability nor responsibility whatever consequence of permitting or suffering the Corporation to retain or to be in possession of the properties and estate hereby mortgaged or conveyed, or intended so to be, for permitting, or suffering the Corporation to use, lease or operate said properties and estate hereby mortgaged, and receive, use and enjoy all benefit and income derived from same; nor shall the said Trustee be or become responsible or liable for any injury or damage which may be done or at any time occur to the said properties, nor shall the said Trustee be or become in any way responsible for the consequences of any breach on the part of the Corporation, its successors or assigns, or its agents, of any of the covenants herein contained, nor for any act of the Corporation, its agents, servants, successors or assigns, nor for, nor on account of, any error in judgment or discretion, nor on account of any matter or thing under the terms and provisions hereof left to such judgment or discretion, nor for any cause, matter or thing whatsoever, except the wilful and intentional breaches by the said Trustee of the trusts hereby created and expressed.

Second: The Trustee shall not be responsible in any manner whatsoever for the validity, hereof, or for the amount or extent of the security afforded by the property covered hereby, or for the recitals herein, or in said bonds contained, all such recitals being and to be taken as the statements of the Corporation, nor shall it be accountable for the use of any bonds, certified and delivered by the Trustee hereunder, or for the application of the proceeds of such bonds.

Third: The Trustee shall have a lien, prior to that of any bond issued hereunder, on the mortgaged premises and funds for its reasonable expenses and counsel fees incurred in the performance of the trusts, powers and duties, and also for any liability or damages by it sustained in the premises, and for its reasonable compensation.

Fourth: The Trustee shall not be bound to recognize any person as a bondholder until his bonds are submitted to the said Trustee for inspection, if required, and his title satisfactorily established, if disputed.

Fifth: The Trustee shall be protected in action upon any notice, request, consent, certificate bond, affidavit or other paper or document, believed by it to be genuine and to be signed by the proper party or parties.

Sixth: In case at any time it shall be necessary and proper for the said Trustee, its Successor or Successors, to make any investigation, respecting any facts preparatory to taking or not taking any action, or doing or not doing anything under this Trust Deed, as said Trustee, the certificate of the Corporation under its corporate seal, sworn to by its President or Secretary, shall be sufficient of such fact to protect the said Trustee, or its Successor or Successors, in any action that it may take by reason of the supposed existence of such fact. The Trustee shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created, or defend any suit in respect thereof, which, in the opinion of the Trustee, shall be likely to