It is expressly agreed between the parties hereto and by every person who shall take or hold any bond or bonds issued hereunder, that the existing and all future officers, directors and stockholders of said Caney River Gas Company shall not be individually liable to any extent, or for any purpose with respect to any of such bonds.

At the time of the maturity of said bonds, said bonds not having been redeemed as hereinbefore provided said Caney River Gas Company shall deposit with said trustee, a sufficient sum of money to pay all outstanding bonds and coupons in full. And in case any of said bonds or coupons shall not be promptly presented for payment, the said Caney River Gas Company, at its option, at any time thereafter, may give to said trustee notice to hold, for the benefit of the holder or holders of any and all such unpaid bonds and coupons, designating the numbers thereof, such sums of money as shall be sufficient for the payment of each and every bond and coupon then outstanding. And when this is done a release and discharge of this trust deed shall be executed by said trustee in the same manner as if the bonds and coupons had been paid to the holder or holders thereof; and no purchaser or person subsequently claiming any interest in said premises shall be in any way concerned to inquire whether the money so retained by the trustee has reached the holders of said bonds.

The Colonial Trust Company, trustee, for itself, its successor or successors, hereby accepts the trusts and assumes the duties herein created and imposed on it, but only on the following terms and conditions to wit:

It shall be no part of the duty of said trustee to see to the proper execution or recording of this instrument or to pay taxes or assessments or to do any act for the continuance of the lien hereof, or for protection or insurance of the property hereby mortgaged. Said trustee may, at the expense of said Company, select and employ suitable agents and attorneys in the execution of this trust; but it shall not be liable for any neglect, omission or wrong-doing of such agents or attorneys, if it shall exercise reasonable care in their selection. Said trustee shall be answerable only for its own gross neglect or willful default. It shall be under no obligation or duty to perform any act hereunder, or to prosecute or to defend any suit in respect hereof, unless it is first reasonably indemnified; and it shall have a lien on said property, prior to any other claim hereunder, for its outlays, reasonable expenses and attorney's fees, and for compensation for all services which it may at any time perform under this instrument.

The recital of facts contained herein, or in the bonds hereby secured, shall be taken as the statements of the Caney River Gas Company and shall not be construed as made by the trustee.

The exclusive right of action hereunder shall be vested in said trustee, until refusal on its part to act, and no bondholder shall be entitled to enforce these presents in any proceeding in law or in equity until after demand has been made upon the trustee, accompanied by tender of indemnity as aforesaid, and said trustee has refused to act in accordance with such demand. Said trustee shall not be bound to recognize any person as a bondholder until his bonds have been deposited with said trustee, and until his title thereto has been satisfactorily established.

In Witness Whereof, the Caney River Gas Company, party hereto of the first part, has caused these presents, as well as one duplicate original hereof, to be subscribed in its corporate name by its President, and its corporate seal to be affixed hereto, as well as to one duplicate original hereof and to be attested by its Secretary, and the Trustee party hereto of the second part, has caused these presents, and one duplicate original hereof, to be subscribed