

after demand in writing by the holder of at least twenty (20) per cent in amount of the notes hereby secured and then outstanding, and after the production of said notes to the Trustee together with evidence satisfactory to him of the ownership of such notes by the persons producing them, and the giving to the Trustee, of indemnity satisfactory to him, the Trustee shall thereupon be obligated to proceed, but no inaction by the Trustee upon any such request or demand shall be deemed a refusal until after the expiration of a reasonable time, not exceeding 30 days, in which to comply with the request of the note holders.

COMPARED

A R T I C L E V.

The Trustee may select and employ such officers, agents, attorneys and other assistants as he may reasonably require for the proper discharge of his duties hereunder, and may pay reasonable remuneration therefor, and may take legal advice in all matters connected herewith, and shall be entitled to receive reasonable remuneration for all service performed by him in the discharge of the trusts hereof, and reimbursement for all expenses made or incurred by him in the discharge of his duties hereunder and in the management of the trusts hereof, and all such expenses are hereby constituted a lien upon the Trust Estate prior to the lien of said notes.

All representations and recitals herein set forth or in the notes hereby secured, are made for and on behalf of the Company, and the Trustee is in no way responsible therefor, nor for any statements herein contained, nor for any action or things done by him, by reason of any representation to him by the Company or any of its officers, and the Trustee shall not be answerable for the default, neglect or misconduct of any persons who may have been the agent, attorney or employee of the Company and who shall have been by the Trustee continued in charge of any of the affairs or property of The Company; nor shall the Trustee be in any way responsible or liable for anything whatsoever done or omitted to be done by him in connection with this Trustee, except for wilful misconduct or gross neglect.

It is expressly understood that the Trustee is in no way personally obligated, liable or responsible for any of the statements, covenants, representations or obligations contained in this Indenture, or in the notes secured hereby, or in any way or manner whatsoever in connection herewith, and that his capacity is only one of trust, as Trustee, with powers and duties set out in this Indenture, and neither the Company, nor any of the officers, stockholders or directors, nor any note holder, nor any purchaser at any sale which may occur under authority of this Indenture shall have any claim or demand against the said Trustee in his personal or individual capacity.

The Trustee shall not be liable for the performance of any of the duties in the care of the Trust Estate, nor for the performance of any of the acts incumbent upon the Company to be done in connection with the protection and preservation of the Trust Estate.

The Trustee shall not be bound to recognize any persons as the holder of a note entitled to the benefit of the provisions hereof, or to take any action at his request unless such note shall have been deposited with said Trustee or submitted to his inspection, and, if required, unless such holder shall satisfactorily establish his title thereto. Every action taken by the Trustee upon the request of any owner of any note shall be conclusive and binding upon said owner, and all liability therein incurred shall be the liability of such owner.

The Trustee shall not be personally liable for any debts contracted by him as such Trustee, nor for sales or non-fulfillment of contracts during any period or periods during which the said Trustee may manage the mortgaged property as herein provided, but any such obligations shall be liens only upon the Trust Estate, and not personal obligations against the Trustee.

The power of the Trustee to make any declaration, demand election of request, or take any