

time for its services in regard thereto as may be agreed upon between it and the railroad company and the holders of a majority in interest of said bonds, or, in the absence of any agreement, as any court of competent jurisdiction shall determine. In case the said trustee shall exercise the Powers of sale hereinbefore conferred upon it, then it shall be entitled to receive such compensation for its services in respect thereof as may be proportionate to the number of sales made and the amounts realized thereat, and as the said trustee and the holders of a majority in interest of the bonds secured and the company may agree upon, or, in the absence of any such agreement as any court of competent jurisdiction may determine; Provided that the consent of the company shall be required only in case the Proceeds of the sale shall be sufficient to pay in full the Principal and interest upon the bonds at the time outstanding. The said trustee shall not be answerable for the default or misconduct of any agent or attorney who may be appointed by it in Pursuance hereof, if such agent or attorney be selected with reasonable care, nor for anything whatsoever in connection with this trust, except wilful misconduct or gross negligence. The said trustee shall not be personally liable for any debts contracted by it, for damages to persons or property carried or injured, nor for salaries, nor for the non-fulfillment of contracts, during any period while said trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid, but all such debts and liabilities shall be and constitute a first and paramount charge upon the trust funds and property.

It is further agreed that the just and reasonable expenses of the said trustee shall be paid by the railroad company, or out of the income of the property from time to time as required.

And it is further agreed that in case said trustee shall at any time hereafter, exercise Powers of entry hereinbefore conferred upon it, or accept the voluntary surrender of the railway property and premises hereby conveyed, that then and in such case it shall be entitled to receive out of the current income such compensation from time to time for its services in regard thereto as may be agreed upon between it and the railroad company and the holders of a majority in interest of said bonds, or, in the absence of any such agreement, as any court of competent jurisdiction shall determine. In case the said trustee shall exercise the Powers of sale hereinbefore conferred upon it, then it shall be entitled to receive such compensation for its services in respect thereof as may be proportionate to the number of sales made and the amounts realized thereat, and as the said trustee and the holders of a majority in interest of the bonds secured hereby and the company may agree upon, or, in the absence of any such agreement, as any court of competent jurisdiction may determine: Provided, that the consent of the company shall be required only in case the Proceeds of the sale shall be sufficient to pay in full the Principal and interest upon the bonds at the time outstanding. The said trustee shall not be answerable for the default or misconduct of any agent or attorney who may be appointed by it in Pursuance hereof, if such agent or attorney be selected with reasonable care, nor for anything whatsoever in connection with this trust, except wilful misconduct or gross negligence. The said trustee shall not be personally liable for any debts contracted by it, for damages to persons or property carried or injured nor for salaries, nor for the non-fulfillment of contracts, during any period while said trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid, but all such debts and liabilities shall be and constitute a first and paramount charge upon the trust funds and property.

It is mutually agreed that the term or words "the trustee", "said Trustee" and "the said trustee", as used in this indenture shall be held and construed to mean the