

the same. Second, in buying any bonds secured hereby at such prices as may be determined by the Trustee and the Board of Directors or Executive Committee of the Union Company. Third, any such moneys not used for the payment of interest or buying in any of the bonds secured the Trustee may invest in such manner as hereinbefore provided for the investment of other moneys received by the Trustee; and (3) then and there forth the conveyance by the said Union Company and the Trustee here under of the residue or any part of the residue of said granted lands so freed from any and all of said three mortgages shall vest in the purchaser or purchasers a perfect title in fee free and divested of all liens or encumbrances whatsoever. It is hereby expressly declared and agreed, however, that when the Trustee hereunder thus as above provided becomes entitled to receive the proceeds of the sale or sales of any lands or any part of the lands hereby granted, it shall from and out of such proceeds of sales pay (anything herein to the contrary notwithstanding) all taxes and assessments levied upon such residue of said lands and all expenses (including the Trustee's reasonable compensation) incurred in appraising, selling and conveying the same.

10. And it is declared that in case the Trustee, or any sole Trustee, or ^{appointment} all the Trustees for the time being of this Indenture shall in any ^{and removal of} way cease to be Trustee or Trustees hereof, a successor Trustee or Trustees ^{Trustee} may be appointed by a majority vote of the holders of said bonds each holder being entitled to one vote for each and every such bond held by him who may be present at a meeting of the holders of said bonds called for that purpose by the President or Secretary of the Union Company, to be held in either the Cities of New York or Boston, by publishing in one or more newspapers in each of said cities not less than once a week for four successive weeks before the holding of such meeting the first publication to be at least four weeks before the date of the meeting a notice to the holders of said bonds specifying the place, the day and the hour of such meeting, and that such meeting will be held pursuant to the provisions of this Indenture. And any Trustee hereof for the time being may be removed and a new Trustee or Trustees appointed in its or his or their place by such majority vote. But nothing herein contained shall take away or affect the power of any court having jurisdiction in the premises to appoint or remove a Trustee or Trustees of this Indenture.

11. And it is declared that the Trustee shall be answerable only for its ^{Trustee in} own acts, receipts, neglects and defaults, and not for those of any person employed by it and selected with reasonable care, nor for losses unless the same shall happen through its own willful default, and