

shall be at liberty to employ the Union Company or other agents for recording this indenture without being answerable for its or their neglect in respect thereof, and shall be authorized in all cases to pay such reasonable compensation as it shall deem proper to all attorneys, officers, agents, servants and employees that it may reasonably employ in the management of this trust. And shall be entitled to just compensation for all its services in the premises, to be paid by the Union Company or out of the trust premises. And notwithstanding anything hereinbefore contained, that the Trustee shall not be compelled to do any act under this Indenture unless satisfactorily indemnified. And that the powers and discretions hereinbefore given to the Trustee shall be vested in and exercisable by the Trustee or Trustees for the time being of these presents. And the Trustee covenants and agrees that it will not certify or deliver any of the bonds secured hereby except in conformity with the provisions hereof.

12 And the Union Company covenants with the Trustee that the Union Company will pay all lawful taxes and assessments at any time laid or assessed upon it in respect of the said premises comprised in this Indenture, or any part thereof, or any appurtenances and equipment thereto belonging, and that no mechanics, statutory or laborers liens having priority over this Indenture shall be created or placed upon the said premises, or any part thereof. And that this Indenture, and the said bonds and coupons hereby secured shall, at all times during the continuance thereof, be a first charge and lien upon all the said premises, bonds, stocks and other property held in trust hereunder, except as hereinbefore mentioned or permitted. And that it will not negotiate, sell or otherwise dispose of the bonds issued under this Indenture in any manner inconsistent with the provisions hereof. And that the Union Company will pay to the Trustee all proper expenses incurred in the execution of the trusts hereof, and all sums of money, if any, that shall have been paid by the Trustee or any persons interested in the trusts hereof or on account of any of the taxes or assessments in this paragraph mentioned in case of any default in respect thereof on the part of the Union Company, or on account of any prior charge or lien upon any part of the said premises, bonds, stocks and other property held in trust hereunder, with lawful interest from the time or times of paying the same. And that the Union Company will at all times maintain, preserve and keep the said premises and every part thereof in good and substantial repair, order and condition and from time to time make all necessary and proper repairs and renewals. And that the Union Company, so long as any of the bonds to be secured by this