be reasonable and proper, and in just proportion to the benefit derived by this trust from sales of the said lands. The Trustee shall not be responsible for any error of judgment in allowing any such deduction; and neither the holders of the bonds hereby secured, nor the Trustee, shall, in any manner whatever, become or be, liable or responsible for, or in respect of any such expenses, or any other expenses attending the execution of the trust hereby created, nor for the default, neglect or misconduct of any agent appointed as in this Section provided. Sec. 2. All moneys arising from the sales of said lands as provided in Section 1 of this Article in whatsoever manner such sales shall be made, subject only to deduction for expenses as provided in said Section, shall be received by the Trustee and the surplus thereof remaining after deducting the expenses of the execution of this trust in respect thereof, and of the management, settlement and sale of said lands, and after repayment to the Railroad Company of its outlays for taxes, assessments, advertising charges, betterments and other expenses incurred by it in connection with said lands or to promote the sale thereof, shall be set apart and held by the Trustee as a cash Improvement and Equipment Fund to be used and paid over as hereinafter provided. Such Improvement and Equipment Fund shall embrace and include all other moneys received by the Trustee under any provision of this Indenture unless expressly reserved or appropriated by this Indenture to some other purpose, and all such net proceeds of land sales or other moneys at any time held in such Improvement and Equipment Fund shall, from time to time, be paid over by the Trustee to the Railroad Company, or upon its order, to reimburse the Railroad Company for any expenditures made by it out of its other funds for any of the purposes mentioned in Section 2 of Article Second of this Indenture, for which bonds hereby secured and reserved under that Section may be used, or for the purchase by the Railroad Company and cancellation of bonds issued under and secured by this Indenture, but such moneys constituting such Improvement and Equipment Fund shall be paid over by the Trustee only subject to the following restrictions and conditions, viz.: (a) Before paying over to the Railroad Company any moneys in said Improvement and Equipment Fund there shall be delivered to the Trustee a copy of a resolution of the Board of Directors, or of the Executive Committee of the Board of Directors of the Railroad Company calling for such payment and also a certificate or certificates signed by the President