

any provision of this Indenture, then all the powers by this Article conferred upon the Railroad Company may be exercised by the Trustee in its discretion. A certificate signed by the president or a vice-president of the Railroad Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Article, and shall be full warrant and protection to the Trustee for its action on the faith thereof; but the Trustee, in its discretion, may require such additional evidence as it may deem reasonable. Article Eighth. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created which in its opinion will be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it reasonable security and indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least five per cent in amount of the bonds hereby secured then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five per cent in amount of the bonds hereby secured then outstanding and tendered reasonable security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but the foregoing provisions of this Section are intended only for the protection of the Trustee and shall not be construed to limit or affect any discretion or power by any provision of this Indenture given to the Trustee to determine whether or not it shall take action in respect of such default, or any power or discretion of the Trustee to take action in respect of any default without such notice or request from bondholders. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, which compensation, as well as all its reasonable expenses necessarily incurred and actually disbursed hereunder, the Railroad Company agrees to pay. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for anything whatever in connection with this trust, except willful misconduct or gross negligence. The Trustee shall not be responsible for the filing or recording of this Indenture, but the Railroad Company covenants that it will with all convenient