

waive such default, and to direct the Trustee to abandon any proceedings already begun and no action of the said Trustee, or of the bondholders, in case of any default, shall effect any subsequent default or any rights arising therefrom. Article 12. The said Trustee may, and upon request of the party of the first part, shall cancel and discharge the lien of these permits, and execute and deliver to the party of the first part such deed or deeds as shall be requisite to satisfy the lien thereof, and to recovery to the party of the first part the estate and title hereby conveyed or intended so to be, whenever all of the costs and expenses incurred by the Trustee have been paid and all of the bonds and coupons hereby secured which shall have been issued, shall be paid cancelled or destroyed. Article 13. It is also stipulated and agreed by and between the parties hereto that said Trustee shall be under no obligation to take any action towards the execution of this trust, which in its opinion will be likely to involve it in expense or liability, unless some one or more of the bondholders shall, as often as thereto required by said Trustee, give to it reasonable indemnity against the same, anything herein to the contrary notwithstanding; and in the execution of this trust, said Trustee shall have full power of appointing agents and attorneys to act in its behalf. Article 14. The said bonds shall be certified by said Trustee and delivered to said party of the first part from time to time, on the order in writing of said party of the first part therefor, signed by its President and attested by its Secretary and corporate seal, such requisition to be accompanied by a certified copy of a resolution of the Board of Directors of the said party of the first part, requesting the certification and delivery of such bonds. Article 15. There shall be a reasonable compensation paid to the Trustee acting under the provision of this deed of Trust, whenever and so often as any ^{or duty} service shall be performed by it. In case it shall become necessary or advisable for it to employ any agents or attorneys under any of the provisions hereof, and the necessity of a sale of any or all of the property herein conveyed, shall be avoided by any compromise with the party of the first part, or by its timely compliance with any requirement hereof, as to which it shall have been in default, or in any ^{way} whatsoever, the said Trustee shall be reimbursed and fully indemnified by the party of the first part for any and all expenses, charges or liabilities which may in the mean time have been incurred by the employment of such agents, attorneys or otherwise. Article 16. And it is further mutually covenanted and agreed between the parties hereto, that the said Trustee may resign and discharge itself of the trust hereby created, by notice in writing to the party of the first part, to be given at least ninety days before such resignation shall take effect, or such shorter time as the party of the first part shall, with the consent of the holders of a majority in amount of the then outstanding bonds hereby secured, accept as adequate. And whenever a vacancy in the office of Trustee occurs, by death, resignation or inability of any Trustee lawfully succeeding to this trust, or in any other way, it shall be the