

Article Thirteen. If the said Railway Company shall well and truly pay, or cause to be paid, the principal and interest of all bonds hereby secured at the times and in the manner therein specified, and shall well and truly keep and perform all the things herein required to be kept and performed by it, according to the true intent and meaning of this indenture, then and in that case all property, rights and interests hereby conveyed or pledged shall revert to the Railway Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void; otherwise, the same shall be, continue and remain in full force and virtue.

Article Fourteen. The Trustee shall not be required to take any step in the execution of the trusts hereby created, or in the enforcement of its rights and powers hereunder, if in its opinion such action will be likely to involve it in expense or liability; unless one or more of said bondholders shall, as often as required by the Trustee, give it reasonable indemnity against the same, anything herein contained to the contrary notwithstanding; and the Trustee and its agents, attorneys and counsel shall be entitled to a reasonable compensation for all services rendered in connection with the trust hereby created, or in pursuance of the provisions of this indenture. The Railway Company agrees to pay to the Trustee such compensation, and also all expenses reasonably incurred by the Trustee hereunder, and the Trustee shall have a lien therefor upon the mortgaged property and the proceeds thereof. It is further understood and agreed that the Trustee shall not be required to take notice or be deemed to have notice of any default of the Railway Company, either in the payment of any interest or principal of any of the bonds secured hereby, or in the performance of or compliance with any covenant or condition of this indenture, unless the Trustee shall have been specifically notified in writing of such default. The Trustee shall not be required to see to the filing or recording of this indenture; but the Railroad Company covenants that it will cause the same to be duly recorded as a mortgage of real estate. It is further understood and agreed by and between the parties hereto that the Trustee shall not be answerable for any default or miscarriage of any agent or attorney by it appointed hereunder, if such agent was selected with reasonable care, nor for any error or mistake of judgment made by it in good faith, but shall only be liable for its own willful misconduct or gross negligence in the execution of said trusts. The Trustee or any Trustee hereafter appointed hereunder may resign, and thereby become discharged from the trusts hereby created, by notice in writing to be given to the Railway Company, and published one or more times in a newspaper in the City of New York at least two months before such resignation shall take effect; but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice. The Trustee or