

(2) To enable the Company to make grants or conveyances on terms and conditions which in the judgment of the Board of Directors of the Company (a) will lead to the development of the mortgaged premises or the enhancement in the value of the mortgaged premises by the construction of railroads, the establishment of towns and industries, and the establishment or construction of churches, schools, hospitals, asylums, court-houses and other public institutions or buildings and the opening of roads, streets and alleys, or (b) may be necessary or advisable for the purpose of compromising, adjusting or settling any disputed title or claim to any part or parts of the Mortgaged premises, or for the purpose of rectifying, straightening or altering the boundaries of the mortgaged premises.

The written request of the Company approved by resolution of its Board of Directors (which in the cases above indicated shall set forth the judgment of the Board) setting forth the facts and reasons for the release, shall be accepted by the Trustee as sufficient to authorize it to execute a release in accordance with the provisions of subparagraph (2) of this Section.

Section 7. It is expressly covenanted and agreed that the Company, its successors and assigns, shall be suffered to sell any marketable timber and to make leases for the mining and production of coal, oil, gas and other minerals, with the usual provisions for using timber and other materials and the purchaser of purchasers shall take such timber and the lessee or lessees shall take and hold the said leased premises subject to the terms of sale and of said leases, respectively, in the same manner as if this Indenture or Mortgage had not been made, the lien hereof being deferred to the rights of such purchaser, purchasers, lessee or lessees and restricted to the rights of the Company in such timber and in said leased premises. The Trustee, upon the written request of the Company approved by a resolution of its Board of Directors, shall, notwithstanding the provisions of any other section of this Article, while the Company is not in default hereunder, to the knowledge of the Trustee, join in any such sale, lease or leases to evidence the fact that the lien of this Indenture is deferred to any such sale, lease or leases.

Section 8. In no event shall any purchaser or purchasers, of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

Section 9. It is understood and agreed that the proceeds of the sale of oil and gas or other minerals produced or mined and of any products thereof manufactured, refined or produced, and of timber cut from the mortgaged premises, and all rents, royalties, earnings, income, issues and other benefits received under leases or other contracts, shall be considered earnings of the Company and not the proceeds of the sale of released property within the meaning of this Article, even though the Trustee may have executed a release of this mortgage in connection with any such sale or lease.

ARTICLE VI.

Concerning the trustee.

Section 1. The Trustee hereby accepts the Trusts imposed upon it by this indenture, but only upon the subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it, by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof, and the Company covenants and agrees to repay upon demand all such outlays and expenditures so incurred. Whenever in this indenture it is provided that the Trustee may or shall act upon the advice or opinion of counsel, such counsel, may in the discretion of the Trustee, be the counsel for the Company.

(b) The Trustee shall not be responsible for any recitals herein or in said bonds, or for insuring the mortgaged property or collecting any insurance moneys, or for the execution, recording, registration, filing or refiling of this indenture or of any supplemental indenture or instrument of further assurance, or for the validity of this indenture, or for the affixing or cancellation of any revenue stamps, or for the sufficiency of the security for the bonds issued under or intended to be secured hereby or for the value or title of any of the mortgaged property, or for the payment of or for keeping down taxes, charges, assessments or liens upon the same, or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company; but the Trustee may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property. The recitals and statements in this indenture and in said bonds and coupons contained shall be taken as statements by the Company and shall not be considered as made by or as imposing any obligation or liability upon the Trustee.

(c) The Trustee shall not be accountable for the use of any bonds certified or delivered hereunder or of any of the proceeds of such bonds. Any money received by the Trustee under any provision of this indenture may be treated by it, until it is required to pay out the same conformable herewith, as a deposit without any liability for interest save such as during that time it shall allow to its general depositors or shall agree with the Company to pay thereon. The Trustee may become the owner of bonds and coupons secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons and the Trustee shall not be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the trustee, or submitted to it for inspection. Any action taken by the Trustee pursuant to this indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is