

COMPARED (a) Applied by the Trustee on the direction of the Company for expenditures made or authorized by the Company subsequently to the execution hereof for the replacement, betterment, or improvement of any of the properties hereby granted and conveyed in trust, or in the acquisition of additional property which the Company shall by resolution of its Board of Directors have declared to be desirable or necessary for the purposes of the Company's business, or

(b) Applied to the redemption of bonds hereby secured as provided in Article Second hereof.

SECTION 7. A resolution of the Board of Directors of the Company, certified under its corporate seal by its Secretary or Assistant Secretary, may be received by the Trustee as conclusive evidence of the facts required to be shown as a condition of any release by the Trustee under any of the provisions of this Article Eighth, and of the advisability and propriety of applying the moneys received by the Trustee under the provisions of Section 5 of this Article Eighth, or any part of said moneys, to any of the purposes mentioned in said Section 5. And, in case the Company shall request that said moneys, or any part thereof, be applied as provided in paragraph (a) of said Section 5, a certificate signed by the President or a Vice-President of the Company and by its Treasurer or by its Auditor certifying that expenditures have been made or authorized (such expenditures being described in reasonable detail) for some one or more of the purposes referred to in said paragraph (a) and the amount thereof, may be accepted by the Trustee as conclusive evidence of the statements therein made. Any certificate specified in this Section 7 shall be full protection to the Trustee for any action taken by it upon the faith thereof.

SECTION 8. In case any of the property subject to this Indenture shall be in the possession of a receiver lawfully appointed, the powers in and by this Article Eighth conferred upon the Company may be exercised by such receiver with the approval of the Trustee, and if the Trustee shall be in possession of any such property under any provision of this Indenture, then all the powers of this Article Eighth conferred upon the Company may be exercised by the Trustee in its discretion.

COMPARED

ARTICLE NINTH. CONCERNING THE TRUSTEE.

SECTION 1. The Trustee accepts the trusts of this Indenture and agrees to execute them upon the following terms and conditions, to which the parties hereto and the holders of the First Mortgage Bonds agree:

The Trustee shall be under no obligation to see the recording, registry or filing of this Indenture or of any instrument given pursuant to this Indenture or to the recording, re-registry or re-filing thereof.

The trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, which compensation, shall, until paid, be a prior lien upon the trust estate and each and every part thereof; and such compensation, as well as all reasonable expenses necessarily incurred and actually disbursed hereunder, the Company agrees to pay.

The Trustee shall not be responsible in any manner whatsoever for the recitals herein contained as to the acts or powers of the Company or its stockholders or otherwise, all of which are made by the Company solely.

The Trustee shall not be responsible for or in respect of the validity or sufficiency of this Indenture, nor of the due execution hereof by the Company, nor of the lien purporting or intended to be hereby created, nor for or in respect of the title or value of the trust estate.