

COMPANY - Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than thirty-five per cent. in amount of the First Mortgage Bonds outstanding, the Trustee may, for all the purposes of this Indenture, assume that no default has been made in the payment of any of the First Mortgage Bonds or of the interest thereon, or in the observance or performance of any of the covenants contained in the First Mortgage Bonds or in this Indenture; that no receiver has been appointed of the Company or of its property; that the company is not in default under this Indenture; and that none of the events, hereinbefore denominated events of default, have happened.

In any case where it shall be provided in this Indenture that the Trustee may accept a certificate of the Company or of any of the officers or the resolutions of the Board of Directors or Executive Committee of the Company as sufficient evidence of any fact in respect of which the Trustee shall be required or permitted to take or refrain from taking action, the Trustee shall not be bound absolutely by such certificate or resolution but may in its discretion and at its option, and at the expense of the Company, make an independent investigation into the truth or accuracy of any statement contained in any such certificate or resolution, and in case it shall, after any such independent investigation, be satisfied that any such certificate or resolution or any statement contained therein is inaccurate, the Trustee may, in its discretion, refuse to take or refrain from taking action predicated upon such fact. Nothing in this Section 1 contained shall, however, take from the Trustee the absolute protection herein conferred upon it, in case it shall accept without further investigation any such certificate or resolution as conclusive.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trust 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 First Mortgage Bonds shall, as often as required by the Trustee, furnish it reasonable security and indemnity against such expenses 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 thirty-five per cent in amount of the First Mortgage Bonds then outstanding; or to take any action in respect of any such default involving expense or liability unless requested by an instrument in writing signed by the holders of not less than thirty-five per cent. in amount of the First Mortgage Bonds then outstanding and unless tendered reasonable security and indemnity as aforesaid, any thing hereincontained to the contrary notwithstanding; but neither any such notice or request, nor the provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not the Trustee shall take action in respect to such default, or to take action without such request.

The Trustee may employ agents or attorneys in fact, and 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; nor for anything whatever in connection with this trust, except its own willful misconduct or gross negligence.

The Trustee shall be reimbursed and indemnified against any liability or damage it may sustain or incur in the premises; and shall have a lien upon the trust estate under this Indenture preferentially to the First Mortgage Bonds for its compensation, expenses and proper disbursements hereunder, and also for any such liability or damages.

The Trustee may advise with legal counsel and shall be fully protected in respect of any action under this Indenture, taken or suffered in good faith by the Trustee in accordance with the opinion of counsel.

The Trustee shall not be personally liable for any debts contracted by it, or for any expenses of operating the business of the Company, or for damages to persons or