

Section 2. The TRUSTEE shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which in its opinion will be likely to involve it in any expense or liability, or to defend any suit in respect hereof, unless one or more holders of the bonds hereby secured shall, as often as required by the TRUSTEE, furnish reasonable security or indemnity satisfactory to the TRUSTEE against loss, expense 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 twenty-five per cent. (25%) in amount of the bonds hereby secured and then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of a majority of the bonds hereby secured then outstanding, nor, unless tendered satisfactory security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but the foregoing provisions of this section are intended only for the protection of the TRUSTEE and shall not be construed to limit or effect any discretion or powers by any provision of this indenture given to the TRUSTEE to determine whether or not it shall take action in respect of such default, or any power or discretion of the TRUSTEE to take action in respect of any default without such notice or request from bondholders.

In any case where it shall be provided in this indenture that the TRUSTEE may accept a certificate from the ELECTRIC COMPANY or any of its officers, or the resolution of the Board of Trustees of the ELECTRIC COMPANY as a sufficient evidence of any fact upon 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 in its option, make any independent investigation into the truth or accuracy of any such evidence; and in case it shall, after such independent investigation, be satisfied that said certificate or resolution, or any fact contained therein, is inaccurate, the TRUSTEE may, in its discretion, take or refuse to take or refrain from taking any action predicated upon such fact. Nothing in this section contained, however, shall take from the TRUSTEE the absolute discretion herein conferred upon it in case it shall accept, without further investigation, the conclusiveness of any such certificate or resolution, and such acceptance by the TRUSTEE without further investigation, shall relieve the TRUSTEE of all liability or responsibility of any kind or nature by reason of any action taken or omitted by the TRUSTEE with relation to any of the facts recited in said certificate or resolution.

The TRUSTEE shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby granted, which compensation, as well as all of its reasonable expenses necessarily incurred or actually disbursed hereunder, the ELECTRIC COMPANY agrees to pay, and the payment of the same is secured by these presents; and the TRUSTEE shall have a lien prior to the lien of this indenture upon the property hereby mortgaged, for the payment of its compensation and reasonable expenses necessarily incurred or actually disbursed herein.

Section 3. The TRUSTEE, or any Trustee hereafter appointed, may resign as such Trustee by an instrument in writing duly executed and acknowledged by it so as to entitle the same to be recorded and delivered to the ELECTRIC COMPANY; and after thirty (30) days from and after the time such resignation shall have been so delivered as aforesaid, the same shall be complete and effectual, and the said TRUSTEE shall thereafter be released of and from all responsibility and liability of every kind and nature created or imposed by virtue of this indenture.