

of the property subject to this indenture shall possess and from time to time exercise each and every right and power hereunder of the ELECTRIC COMPANY in its name or otherwise.

Section 3. Any act or proceeding by any provision of this indenture required to be done or performed by any Board of Trustees, or officer, of the ELECTRIC COMPANY, shall and may be done and performed with a like force and effect by a like Board or officer of any corporation which shall, at any time, be such lawful successor of the ELECTRIC COMPANY.

Section 4. Except when otherwise indicated, the words "the TRUSTEE" or any other equivalent term as used in this indenture, shall be held and construed to mean the Trustee for the time being, whether original or successor, and the words "TRUSTEE", "bond," "bondholder," "holder" shall include the plural as well as the singular number, and the term "majority" shall signify majority in amount.

ARTICLE XII.

The party of the second part accepts the trust hereby created, and has become a party hereto in order to signify such acceptance; but only upon the following terms and conditions:

Section 1. The recitals, demands, declarations and statements of fact herein contained, and also those contained in the bonds issued under the authority hereof, shall be taken as recitals, demands, declarations or statements made by the ELECTRIC COMPANY, and shall not be construed as made by the TRUSTEE, and the TRUSTEE SHALL not be held in anywise liable or responsible for any thereof or for any covenant made or contained in this indenture by the ELECTRIC COMPANY; neither shall the TRUSTEE be responsible for the application by the ELECTRIC COMPANY of the bonds issued hereunder or the proceeds of said bonds.

Section 2. The TRUSTEE shall have no responsibility for or in respect of the validity or sufficiency of this indenture, or of the due execution thereof by the ELECTRIC COMPANY, or of the lien purported or intended to be hereby created, or for or in respect to the title or value of the property hereinbefore or at any time hereafter conveyed or intended so to be.

Section 3. The TRUSTEE shall be under no duty to pay or keep itself informed as to the payment of rents, taxes or assessments upon the property hereinabove described, or to effect insurance against fire or other damage to any portion of the said property, or to renew any policy of fire or other insurance thereon. The TRUSTEE may, in its discretion, and at the expense of the party of the first part or of the trust estate, do or procure to be done any or all of the matters or things in this section set forth; but any such actions on its part shall not be construed as a waiver of its exemption from responsibility therefor.

Section 4. The TRUSTEE shall be protected and held harmless in acting upon any notice, consent, certificate, bond or other instrument or paper provided for in this indenture and believed by it to be genuine and to have been signed or executed by the proper party; and shall be entitled to receive the same, in its discretion, as conclusive proof of any facts or matter therein contained upon or by reason whereof the TRUSTEE may be required to act, or, in its discretion, may act.

The TRUSTEE shall not be required to take any action whatsoever with respect of this indenture or any matter or thing relating thereto or growing out thereof, except after having been indemnified in such manner as it shall require; and in no event shall it appear in any court or proceeding, except after having been fully and completely indemnified, and by counsel of its own selection.