

opinion, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds secured hereby shall, as often as required by the Trustee, furnish it reasonable indemnity against such 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 ten (10) per cent. in amount of the bonds then outstanding, nor 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 not less than twenty-five (25) per cent. in amount of the bonds then outstanding and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but no such notice or request or anything in this provision contained shall affect the right herein given to the Trustee to take action in its discretion in respect of such default without such notice or request.

It shall be no part of the duty of the Trustee to file or record this Indenture either as a mortgage on real estate or as a chattel mortgage or to effect insurance against fire or other damage on any portion of the estates, properties and franchises covered hereby, or to renew any policies of insurance, or to keep itself informed as to the payment of any taxes or assessments, or to require such payment to be made, nor shall the Trustee be liable for any taxes or assessments of any kind upon any part of the estates, properties and franchises mortgaged by this Indenture.

The Trustee shall be protected in acting upon any notice, request, consent, affidavit, certificate, writing, note, resolution, bond or other document believed by it to be genuine, and to be signed by the proper parties. The Trustee shall not be required to inquire into the application by the Mortgagor Company of the money derived from the sale of said bonds or received by the Mortgagor Company from other sources, nor shall it be accountable for the use of any bond delivered by it to the Mortgagor Company in accordance with the terms of this Indenture.

The Trustee shall be under no duty or obligation in respect of any taxes which may be assessed against or imposed upon this instrument or any of the property held in trust hereunder, or imposed upon the Trustee or the Mortgagor Company or the owners of the bonds issued hereunder.

Wherever, by any of the provisions hereof, it is provided that the Trustee shall act after the publication of any notice, the delivery of a certificate of an officer of the Mortgagor Company to the effect that the required notice has been duly published shall fully protect the Trustee in so acting.

Section 2. The Trustee may resign the trusts created by this Indenture by delivering its resignation in writing to the Mortgagor Company, and such resignation shall take effect sixty days from such delivery or such less time as may be accepted by the Mortgagor Company as sufficient. Notice of such resignation shall be published and mailed by the Mortgagor Company in the manner provided for in Section 1 of Article Six of this Indenture, but failure on the part of the Mortgagor Company so to do shall not affect the validity of such resignation.

The Trustee may be removed at any time by an instrument in writing signed by the holders of seventy-five per cent. (75%) in amount of the bonds then outstanding. The removal of the Trustee shall take effect sixty days after the de-