

the Trustees or to the Corporate Trustee acting on the faith thereof, not only in respect of the facts but also in respect of the opinions therein set forth; and before granting any such application the Trustees or the Corporate Trustee shall not be bound to make any further investigation into the matters stated in any such Resolution, Treasurer's Certificate, Engineer's Certificate, Independent Engineer's Certificate, Net Earning Certificate, Opinion of Counsel, resolution, certificate, statement, opinion, appraisal, report, document, or order, but the Trustees or the Corporate Trustee may, and if requested in writing so to do by the holders of not less than ten per centum (10%) in principal amount of the Outstanding bonds and furnished with adequate security and indemnity against the costs and expenses of such examination, shall, make such further investigation as to them or it may seem proper. If the Trustees or the Corporate Trustee shall determine or shall be requested, as aforesaid, to make such further inquiry, they or it shall be entitled to examine the books, records and premises of the Company, either themselves or by agent or attorney; and unless satisfied, with or without such examination, of the truth and accuracy of the matters stated in such Resolutions, Treasurer's Certificates, Engineer's Certificates, Independent Engineer's Certificates, Net Earning Certificates, Opinions of Counsel, resolutions, certificates, statements, opinions, appraisals, reports, documents, or orders they or it shall be under no obligation to grant the application. If after such examination or other inquiry the Trustees or the Corporate Trustee shall determine to grant the application they or it shall not be liable for any action taken in good faith. The reasonable expense of every such examination shall be paid by the Company, or if paid by the Trustees or the Corporate Trustee shall be repaid by the Company, upon demand, with interest at the rate of six per centum (6%) per annum, and until such repayment, shall be secured by a lien on the Mortgaged and Pledged Property and the proceeds thereof prior to the lien of the bonds and coupons issued hereunder.

SECTION 96. Subject to the provisions of Section 106 thereof, all moneys received by the Trustees or the Corporate Trustee or any paying agent under any provisions of this Indenture shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds. The Corporate Trustee shall allow and credit to the Company interest on any moneys received by it hereunder at such rate as may be agreed upon with the Company from time to time and as may be permitted by law.

SECTION 97. The Company covenants and agrees to pay to the Trustees from time to time reasonable compensation for all services rendered hereunder, and also all their reasonable expenses, charges, counsel fees and other disbursements, and those of their attorneys, agents, and employees, incurred in and about the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder. In default of such payments by the Company, the Trustees shall have a lien therefor on the Mortgaged and Pledged Property and the proceeds thereof prior to the lien of the bonds and coupons issued hereunder.

SECTION 98. Whenever in the administration of the trusts of this Indenture the Trustees or the Corporate Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company and delivered to the Corporate Trustee and such certificate shall be full warrant to the