

the expense of the Company, or of the trust estate, do or procure to be done, any and all the matters or things in this paragraph set forth; any such action on its part, however, shall not be construed as a waiver of its exemption therefrom or from responsibility therefor.

(4) *The Trustee* may select and employ in and about the execution of the trusts hereby created and the duties hereby imposed, suitable agents and attorneys, whose reasonable compensation shall be paid by the Company to the Trustee, or in default of such payment, shall be a charge upon the property hereby conveyed and the proceeds thereof paramount to said bonds and the interest thereon, and the Trustee shall in no event be held liable for any neglect, omission or wrong doing of any such agents or attorneys, reasonable care being exercised in their selection. The Trustee, save for its own gross negligence or wilful default, shall not be liable for any loss or damage.

(5) *The Trustee* shall have a lien upon the property hereby conveyed and the proceeds thereof prior and paramount to the bonds and coupons issued thereunder, and the interest thereon, for its reasonable expenses, counsel fees and compensation, incurred in the execution of the trusts hereby created, and the holders of each and every bond issued hereunder, recognize and consent to such priority of lien.

(6) *The Trustee* shall be under no obligation to perform any act hereunder, or to defend any suit in respect hereof, unless and until requested so to do by the holders of a majority in amount of the bonds hereby secured and outstanding, and indemnified to its satisfaction. The Trustee shall not be bound to recognize any person as a holder, unless and until his bonds are submitted to the said Trustee for inspection. If required, and his title thereto satisfactorily established; and if the Trustee shall so require any person or persons claiming to be the holder or holders of any of the bonds secured hereby requesting any action on the part of the Trustee, shall as a condition precedent, deposit with the Trustee, the bond or bonds in behalf of which such action is requested, taking from the Trustee its negotiable receipt therefor.

(7) *The Trustee* shall be protected in acting upon any notice, request, consent, certificate, bond or other instrument or paper believed by it to be genuine and to have been signed by the proper party, and shall be entitled to receive as conclusive proof of any fact or matter required to be ascertained by it hereunder, a certificate sworn to by the President or other executive officer of the Company, or a copy certified by the Secretary of the Company, under its corporate seal, of a resolution of the Board of Directors of the Company.

(8) *The Trustee* may resign and discharge itself of the trusts hereby created upon written notice to the Company, its successors and assigns, mailed to said Company at its address as furnished to said Trustee, thirty days prior to the date upon which such resignation shall take effect, and to the holders as hereinbefore provided, and upon due execution and delivery to the Company of a proper instrument for the transfer of the trust to its successor or successors in trust.

(9) *Upon the resignation* of the Trustee as hereinabove provided, or in the event of the incapacity or inability of the Trustee to act, the Company shall immediately by resolution of its Board of Directors, designate and appoint a successor or successors in the trusts by this instrument created and contemplated, which said successor or successors so designated and appointed shall thereupon succeed to and be invested with all the powers, duties and trusts vested in the original Trustee hereunder, and shall continue to act as and in the stead of its predecessor Trustee; and unless and until the holder of a majority in amount of the bonds then issued and outstanding under this mortgage shall as hereinbefore provided, revoke the appoint of such successor or successors appointed by the Company, and appoint a successor or successors in the trust, shall until the said designation be vested with and entitled to exercise all the powers of the original Trustee hereunder.

ARTICLE ELEVEN

CARE OF PROPERTY AND INSURANCE

Finally, it is agreed by the Company to keep its plant, buildings, structures, machinery, dams, pole lines and wire, ways, means and appliances, and every other thing incident to and forming a part of its Light and Power Plant, in good order, condition and repair, so that at all times the said Light and Power Plant may be capable of normal operation and the production of an income commensurate with the requirements of this mortgage; and for the further protection of the bondholders will keep its buildings, structures, machinery, ways, means and appliances insured against loss or damage by fire, and in the event of loss or damage by fire, the proceeds of all insurance carried thereon will be placed back into the said plant by way of repair or improvements thereon, and in the event the Company fails to insure the same, the Trustee may have same insured and charge the expenses and premiums incident thereto to the Company, which expenses and premiums are hereby expressly secured by this mortgage.

IN WITNESS WHEREOF, *Belton Light and Power Company* has hereunto caused its Corporate Name to be signed by its President, attested by its Secretary, and its Corporate Seal to be affixed, this second day of March, 1925.

Attest:

JULIUS A. BLAKE, its Secretary.

Signed, Sealed and Delivered in Presence of:

J. B. PARK.

Mrs. M. G. GAINES.

BELTON LIGHT AND POWER COMPANY,

By LOUIS SEEL, Jr., its President. (SEAL)