

be likely to involve it in expense or liability, unless one or more of the holders of Mortgage Bonds shall, as often as required by the Trustee, furnish indemnity satisfactory to the Trustee against such expense or liability, nor shall the Trustee be required to take notice of any default hereunder, in the payment of any mortgage Bonds unless the holder shall exhibit the same to the Trustee, or of any other default, unless notified in writing of such default by the holders of at least five percent in amount of the Mortgage Bonds then outstanding, or to take any action in respect thereof unless it shall have been requested to take such action in writing signed by holders of Mortgage Bonds to the amount in that behalf called for by any provision of this indenture, and tendered satisfactory indemnity, as aforesaid, 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 affect any discretion or power by any provision of this indenture given to the Trustee to determine whether or not it shall take action in respect of any default, or any power of discretion of the Trustee to take action in respect of any default, without such notice or request from the Bond holders.

Section 2. The recitals and statements herein and in the Mortgage Bonds contained shall be taken as statements by the Company, and shall not be considered as made by or imposing obligation or liability upon the Trustee.

Section 3. The Trustee may become the owner of the Mortgage Bonds with the same rights which it would have were it not Trustee.

Section 4. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created and to reimbursement of any and all necessary and reasonable expenses, charges, counsel fees and other disbursements

Over