

## DOUGLAS COUNTY

ARTICLE SIXTEEN  
SUPPLEMENTAL INDENTURES.

SECTION 92. The Company, when authorized by resolution of its Board of Directors, and the Trustees, at any time and from time to time, may enter into an indenture or indentures supplemental hereto, which thereafter shall form a part hereof, for any one or more or all of the following purposes:

A. to add to the conditions, limitations and restrictions on the authorized amount, terms, provisions, purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, other conditions, limitations and restrictions thereafter to be observed;

B. to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed by the Company, and/or to surrender any right or power herein reserved to or conferred upon the Company;

C. to convey, transfer and assign to the Trustees, and to subject to the lien of this Indenture, or to perfect the lien thereof, with the same force and effect as though included in the Granting Clauses hereof, additional properties and franchises then owned by the Company, acquired by it through consolidation or merger or by purchase or otherwise; and to correct the description of any property hereby mortgaged or pledged or intended so to be;

D. to evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Company in the Bonds and in this Indenture contained;

E. to provide for the creation of any series of Bonds, other than Series A, designating the series to be created and specifying the form and provisions of the Bonds of such series as hereinbefore provided or permitted;

F. to provide a sinking, amortization, improvement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental indenture;

G. to make such provision in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture; and/or

H. for any other purpose elsewhere in this Indenture authorized, or any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any error or omission or ambiguity or defective provisions contained herein or in any supplemental indenture.

SECTION 93. The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any such property thereunder. Nothing in this Article Sixteen shall prevent or affect the exercise, with respect to any such supplemental indenture, of the jurisdiction of any public service commission or other governmental body at the time having jurisdiction in the premises. In each and every case provided for in this Article Sixteen, the Trustees shall be entitled, before joining in any such supplemental indenture, to exercise their discretion in determining whether or not any such supplemental indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument and the rights and interests of the Bondholders, and the Trustees shall be under no responsibility to any Bondholder or to anyone whomsoever, for any act or thing which in good faith they may do or decline to do in the exercise of such discretion. The Trustees shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by them, who may be counsel for the Company, as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture.

ARTICLE SEVENTEEN.  
CONCERNING THE TRUSTEES.

SECTION 94. The Trustees, for themselves and their successors, hereby accept the trusts of this Indenture, but only upon the following additional terms and conditions, to which the Company and the Bondholders agree, to wit:

(a) the recitals herein and in the Bonds contained shall not be considered as made by or imposing any obligation or liability upon the Trustees or either of them. The Trustees make no representations as to the value or condition of the mortgaged property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby or hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder, and the Trustees shall incur no liability or responsibility in respect of any of such matters;

(b) the Trustees shall be under no duty to record, register, file, or re-record, or cause to be recorded, registered, filed, or re-recorded this or any supplemental indenture or other instrument of further assurance which they may hereafter receive as herein provided, or to procure any supplemental indenture or any further, other or additional instrument of further assurance or to give notice to anyone of the existence of the lien of this Indenture or of any such other indenture or instrument;

(c) the Trustee shall be under no obligation to see to the delivery to them or either of them of any obligations or evidences of indebtedness or other securities required to be delivered to them or either of them hereunder, or to see that any of the property hereby intended to be conveyed or assigned is properly and legally subjected to the lien hereof. The Trustees need not take any action to secure the conveyance to or deposit with themselves or either of them of any property acquired by the Company after the date of the execution hereof;

(d) the Trustees shall be under no duty to procure or renew, or under any liability for the failure to procure or renew, insurance; or to keep themselves informed or advised as to procurement of any or all insurance, or as to the payment of premiums thereon; nor shall the Trustees be responsible for any insurer;

(e) the Trustees shall be under no duty or liability in respect of any tax, assessment or other governmental charge which may be levied, assessed or imposed against the Company or the Trustees or either of them or the holders of the Bonds by reason of their interest in the mortgaged property, or against the mortgaged property, nor shall the Trustees be under any duty to pay or to see to the payment of any such tax or to take any notice of any assessments thereof or to give any notice thereof to the holders of the Bonds or to any other person, or as to the payment of any rents or other charges or liens upon the trust property, at any time, or upon any part thereof. The corporate Trustee may, however, in its discretion, do, perform, or observe, or procure to be done, performed or observed, all or any of the matters or things, and all or any of the terms, covenants and conditions, on the part of the Company to be performed or observed, in this Indenture set forth; provided, however, that no such action by the corporate Trustee shall relieve the Company from any consequence of any failure upon its part itself to have performed or observed, or caused to have been performed or observed, any term, covenant or condition hereunder, by it to be performed or observed;

(f) the Trustees shall be under no responsibility or duty with respect to the disposition of the Bonds or the application of the proceeds thereof or of any moneys paid to the Company under any of the provisions hereof;

(g) the Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either themselves or by or through their attorneys, agents or employees, and neither of the Trustees shall be responsible or accountable for any act, default, neglect or misconduct of the other or of any such attorneys, agents or employees, if reasonable care shall have been exercised in their appointment and retention, or for the exercise of any discretion or power hereunder, or for