

complies with the provisions of this Indenture.

ARTICLE SIXTEEN.

CONCERNING THE TRUSTEES.

Section 93. 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 be taken as the statements of the Company and 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 or file, or cause to be recorded, registered or filed 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 any one of the existence of the lien of this Indenture or of any such other indenture or instrument.

(c) The Trustees 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 of the Company to procure or renew, insurance; 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 assessment thereof or to give any notice thereof to the holders of the Bonds or to any other person.

(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 anything whatsoever in connection with this trust except his or its own wilful misconduct or gross negligence.

(h) The Trustees or either of them may, at the expense of the Company, advise with legal counsel to be selected and employed by them, and the Trustees shall not be liable for any action taken or suffered by them or either of them in good faith in accordance with the opinion of such counsel.

(i) The Company shall pay to each Trustee, from time to time on demand, a reasonable compensation for all services rendered by such Trustee hereunder (which shall not be limited to the compensation of trustees of any express trust as provided by law) and also all reasonable expenses, charges, counsel fees and other disbursements and those of their agents, attorneys and employees incurred in the administration and execution of the trusts hereby created, and the Company agrees to indemnify and save the Trustees and each of them harmless against any liability or damages which they or either of them may incur or sustain in the exercise and performance of any of their powers and duties hereunder. The Trustees shall have a lien for such compensation, expenses and indemnity on the mortgaged property and the proceeds thereof prior to the lien of the Bonds and coupons. For any act in which the corporate Trustee shall participate, the individual Trustee shall not be entitled to compensation.

(j) The Trustees shall not be personally liable for any debt contracted or for any expenditure made by them or either of them in operating the business of the Company or for any damage to persons or property or for any salary or non-fulfillment of any contract during any period in which the Trustees or either of them shall manage the property of the Company or any part thereof, upon entry as herein provided, and the trust estate is hereby charged with a paramount lien in favor of the Trustees and each of them as security and indemnification against any such liability.

(k) The Trustees shall be under no duty or obligation to perform any act hereunder or to appear in, institute or defend any suit in respect hereof, or of the mortgaged property, unless requested so to do by the holders of at least 25% in amount of the Bonds then outstanding and unless also one or more of the holders of the Bonds shall, as often as required by the Trustees or either of them, furnish them with indemnity satisfactory to the corporate Trustee against all expense and liability. The Trustees shall not be required to ascertain or inquire as to the performance of any of the covenants or agreements herein contained on the part of the Company. Neither of the Trustees shall be required to