or from the trustee, mortgagee or other holder of a Prior Lien, or the release of property from the lien of this Indenture, and all property acquired or constructed with the proceeds of any insurance on any part of the Trust Estate or with the proceeds of any part of the Trust Estate released from the lien of this Indenture or a Prior Lien, or disposed of free from such lien, or taken by the exercise of the power of eminent domain, or purchased by a public authority; and

(3) all property acquired in pursuance of the covenants herein contained to maintain and preserve and keep the Trust Estate in good condition, repair and working order, or in pursuance of some other covenant or agreement herein contained to be performed by the Company;

and in such event said supplemental indenture shall contain a grant, conveyance, transfer and mortgage subjecting the property described in the preceding Clauses (1), (2) and (3) of this Paragraph to the direct lien of this Indenture.

ARTICLE FOURTEEN

CONCERNING THE TRUSTEES

Section 137. (a) The Trustees, for themselves and their successors, hereby accept the trusts of this Indenture and undertake to exercise, in case of an Event of Default, such of the rights and powers vested in them, or either of them, by this Indenture and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Prior to an Event of Default neither of the Trustees shall be under any duty with respect to the performance of any duties except such as are specifically set forth with respect to such Trustee in this Indenture, and no implied covenant shall be read into this Indenture against the Trustees, or either of them, but the duties and obligations of the Trustees to the Company and to all others shall be determined solely by the express provisions of this Indenture.

(b) In the performance of such duties as are specifically imposed upon the Trustees by the provisions of this Indenture, the Trustees shall be entitled, in the absence of bad faith on their part, to rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to them or either of them pursuant to and conforming to the requirements of this Indenture; provided, however, that nothing in this Section, or in any other provision of this Indenture, shall be deemed to relieve the Trustees or either of them, or their or its obligation to examine any certificate or opinion required to be furnished to them or it by the Company under any provisions of this Indenture to determine whether such certificate or opinion conforms to the requirements of this Indenture.

(c) 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 and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Company thereto or as to the validity or adequacy of 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.

(d) The Trustees shall be under no duty to record, register or file, or to re-record, re-register or refile, or cause to be recorded, registered or filed, or re-recorded, re-registered, or refiled, this Indenture 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.

(e) The Trustees shall be under no obligation to see to the delivery or payment to them, or either of them, of any obligations or evidences of indebtedness or other securities or cash required to be delivered or paid to them, or either of them, hereunder, except in those cases where it is specifically herein provided that such delivery or payment is a condition precedent to the granting of an application 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 themselves, or either of them, of any property acquired by the Company after the date of the execution hereof, except in those cases where it is specifically herein provided that the delivery of a supplemental indenture or other instrument of conveyance is a condition precedent to the granting of an application hereunder.

(f) 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 the selection of any insurer.

(g) 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 against the holders of the Bonds by reason of their interest in the Trust Estate, or against the Trust Estate, nor shall the Trustees be liable for any failure of the Company to pay any such tax, assessment or charge.

(h) 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.

(i) Neither of the Trustees shall be liable for any error of judgment made in good faith by a responsible officer or officers of such Trustee, unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts; and neither of the Trustees shall be answerable or accountable under any circumstances whatsoever, except for its own negligence or bad faith, but no provision of this Indenture shall be construed to relieve either of the Trustees from liability for its own negligent action, its own negligent failure to act or its own willful misconduct. Whenever it is provided in this Indenture that the Trustees or either of them shall take any action either upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company, the Trustees or the Trustee taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

(j) The Trustees or either of them may, at the expense of the Company, advise with legal counsel to be selected and employed by them or either of 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 advice of such counsel. The Trustees shall not be under any responsibility, except for the exercise of reasonable care, in respect of the selection, appointment or approval of any engineer, appraiser or counsel or any other person or firm for any of the purposes expressed in this Indenture.

(k) 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, its or his 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 and from 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 Trust Estate and the proceeds thereof prior to the lien of the Bonds and coupons.

(l) The Trustees shall not be personally liable for any debt contracted or for any expenditure made