

(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. The Trustees, for themselves and their respective 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 Trust Estate 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 to re-record, re-register or re-file, or cause to be recorded, registered or filed, or re-recorded, re-registered, or re-filed, 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