

of the Company and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the value of the Mortgaged and Pledged Property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby and hereby, or as to the validity of this Indenture or of the bonds or coupons issued hereunder, and the Trustees shall incur no responsibility in respect of such matters.

SECTION 90. The Trustees shall be under no duty to file or record or cause to be filed or recorded this Indenture, or any instruments supplemental hereto, as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re-file or re-record or renew the same, or to procure any further, other, or additional instruments of further assurance, or to see to the delivery to them of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the Lien or security hereof, or for giving notice of the existence of such Lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the Lien hereof. The Trustees shall not be liable for failure of the Company to insure or renew insurance or for responsibilities of insurers, or for the adequacy of any method or plan of protection against loss by fire adopted by the Company as permitted by the provisions of Section 37 hereof, or for the failure of the Company to pay any tax or taxes in respect of the Mortgaged and Pledged Property, or any part thereof, or otherwise, nor shall the Trustees be under any duty in respect of any tax which may be assessed against them or the owners of the bonds Outstanding hereunder in respect of the Mortgaged and Pledged Property. The Trustees shall be under no duty or responsibility with respect to the validity or value of any securities at any time held by them hereunder. The Trustees shall be under no responsibility or duty with respect to the disposition of the bonds authenticated and delivered hereunder or the application of the proceeds thereof or the application of any moneys paid to the Company under any of the provisions hereof.

SECTION 91. The Corporate Trustee may execute any of the trusts or powers hereof and perform any duty hereunder, either itself or by or through its responsible officer or officers, and it shall not be answerable or accountable for any error of judgment made in good faith by such responsible officer or officers, if reasonable care shall have been exercised in the appointment and retention thereof, nor shall the Trustees be otherwise answerable or accountable under any circumstances whatsoever, except for their own negligence or bad faith. Whenever it is provided in this Indenture that the Trustees shall take any action either upon the happenings of a specified event or upon the fulfillment of any condition or upon the request of the Company, the Trustees or the Corporate 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. The Trustees shall not be liable in case of entry by them upon the Mortgaged and Pledged Property for debts contracted or liability or damages incurred in the management or operation of said property.

Nothing in this Article contained, however, shall be construed to deprive any holder or holders of any of the bonds hereby secured of any legal or equitable remedy that such holder or holders may have by reason of fraud, collusion, negligence or wilful misconduct.

SECTION 92. The Trustees or either of them shall not be required, save as herein specifically provided, to ascertain or inquire as to the performance of any of the covenants or agreements herein contained on the part of the Company. Except as provided in Section 88 hereof, the Trustees or either of them shall be under no obligation or duty,