

SECTION 15.19. At any time hereafter before full payment of the bonds secured hereby and whenever it shall deem it to be expedient for the better protection or security of such bonds (although then there shall be no default or event of default entitling the Trustee to exercise the rights and powers conferred by this Article), the Company, with the consent of the Trustees, may surrender and deliver to the Trustees full possession of the whole or of any part of the property, premises and interest hereby conveyed for any period fixed or indefinite. In such event, the Trustees shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof for such period; fixed or indefinite, as aforesaid, without prejudice, however, to their right, at any time subsequently when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period, and the Trustees from the time of entry shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture, and shall receive and apply the income and revenues thereof as provided in Section 15.04.

ARTICLE SIXTEEN.

THE TRUSTEES

SECTION 16.01. The Trustees hereby accept the trusts imposed upon them by this Indenture and agree to perform said trusts as ordinarily prudent trustees under a corporate mortgage, but only upon and subject to the following expressed terms and conditions:

(a) The Trustees may execute any of the trusts or powers hereof and perform any duties required of them by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and their duties hereunder; and may in all cases pay such reasonable compensation as they shall deem proper to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustees, or either of them may act (1) upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by them, it or him in the exercise of reasonable care; (2) upon any opinion of counsel; or (3) upon any certificate or opinion conforming to the applicable requirements of this Indenture. Neither Trustee shall be responsible for any loss or damage resulting from any action or nonaction in accordance with any such opinion, advice or certificate.

(b) Neither of the Trustees shall be responsible for any recital or representation herein, or in said bonds (except, in respect of the Trustee, its certificate endorsed on such bonds), or for the recording or rerecording filing or refiling of this Indenture, or of any conveyance or instrument of further assurance or for insuring the mortgaged property, or for the validity of, or for the execution by the Company of, this Indenture or of any conveyance or instrument of further assurance, or for the validity of, or for the sufficiency of the security for, the bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the mortgaged property, or for the payment of, or for minimizing, taxes, charges, assessments or liens upon the same, or otherwise as to the maintenance of the security hereof; except that in the event the Trustees enter into possession of a part or all of the mortgaged property pursuant to any provision of this Indenture, they shall use due diligence in preserving the mortgaged property; and the Trustees shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Company, except as hereinafter set forth; but the Trustees may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property.

(c) The Trustees shall not be accountable for the use of any bonds authenticated or delivered hereunder or of any of the proceeds of such bonds. The Trustees, or either of them, may become the owners of bonds and coupons secured hereby with the same rights which they would have if not trustees.

(d) The Trustees, or either of them, shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by them, or by the Trustee acting thereon, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustees, or either of them, pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any bond secured hereby, shall be conclusive and binding upon all future owners of the same bond and upon bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding the Trustees, or either of them, shall be entitled to rely upon a certificate of the Company signed and verified by its President or a Vice-President and by its Treasurer or Assistant Treasurer or Secretary or Assistant Secretary as sufficient evidence of the facts therein contained, and, prior to the occurrence of a default of which they have been notified as provided in subparagraph (g) of this Section or of which by said subparagraph they are deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is or is not necessary or expedient, but may at their discretion, at the reasonable expense of the Company, in every case secure such further evidence as they may think