

COMPARED

shall cease.

ARTICLE XVI

Concerning the Trustees.

Section 1. Whenever any of the expressions "the Trustees", "Trustee" or "Co-Trustee" is used in this mortgage, or in the bonds or coupons, such expression shall be held to include and mean the Trustees, Trustee or Co-Trustee, (as the case may be) for the time being under the terms of this mortgage, whether the original or some successor or substitute. In case the Trustees hereunder shall become legally consolidated with any other corporation, the consolidated corporation shall thereby become and be the Trustee under this mortgage. The Trustees shall not be responsible for the correctness of any of the recitals or representations in this mortgage or in said bonds contained or with respect to the disposition of the proceeds of the bonds secured hereby. It shall be no part of the duty of the trustees to see to the execution, acknowledgement or recording of this mortgage or any supplemental instrument, as a mortgage or conveyance of real or personal estate or to do any other act which may be suitable and proper to be done to make this mortgage or any supplemental instrument, a lien, or to continue, extend or supplement such lien, or for giving notice of the existence of such lien; nor shall the Trustees have any responsibility as to the validity of this Mortgage, nor as to the amount or extent of the security afforded by the property hereby conveyed, nor as to the validity or priority of any bonds issued hereunder, nor as to the performance by the Company of any of its covenants or obligations hereunder. It shall be no part of the duty of the Trustees to see to the insurance of any part of the property hereby mortgaged, or to effect such insurance itself, or to require the deposit with it of insurance policies, or to pay or keep itself advised as to the payment of rents, taxes or assessments of or upon any of the mortgaged property but the Trustees or the Trustee may, in the/for its discretion, and at the expense of the Company, do any or all of such matters or things, or require the same to be done. The Trustees, or either of them, may select and employ, in and about the execution of any of the duties incumbent upon them hereunder, suitable agents and attorneys, and the Trustees shall not be answerable for any act, default or misconduct of any such agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care; nor shall the Trustees be otherwise responsible or accountable under the circumstances whatsoever except for wilful misconduct and negligence. The Trustees shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof until indemnified to their satisfaction; nor shall they be required to take notice, nor be deemed to have notice or knowledge, of any default of the Company in respect to any of its covenants and agreements therein contained, unless the Trustees shall have been specifically notified of such default in writing by the holder or holders of not less than five per centum in amount of the bonds then outstanding hereunder; nor shall the Trustees be bound to recognize any person as a bondholder unless or until his bonds are submitted to the Trustees for inspection, if required, and his title satisfactorily established, if disputed. In case at any time it shall be necessary or proper for the Trustees to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything as such Trustees, except when it is specifically otherwise provided herein, a certificate signed in the Company's name by its President or by a Vice President, and attested by its Secretary, or by an Assistant Secretary under its corporate seal, and verified by the affidavit of one or more of the Company's directors, shall be conclusive evidence of such fact to protect the trustees in any action or non action that they may take by