

ARTICLE NINE**Concerning the Trustee**

§ 9.01. The Trustee accepts the trusts hereby created upon the following terms and conditions, to all of which the Companies and the holders of the Bonds and coupons at any time outstanding, by their acceptance thereof, agree:

(a) The recitals in this instrument, any indenture supplemental hereto, any Joint Mortgage and in the Bonds contained shall be taken as the statements of the Companies, and the Trustee assumes no responsibility for the correctness of the same. The Trustee by execution of this Indenture or any indenture supplemental hereto or any Joint Mortgage or by authentication of the Bonds makes no representations as to the value, validity or condition of the Trust Estate or any part thereof as now or hereafter constituted, or as to the title of the Companies or any Company thereto or as to the adequacy or correctness of the description thereof or as to the nature or rank of security afforded thereby or hereby or by any further instrument or document, or as to the filing, recording or registering of this Indenture or any other instrument or document, or as to the validity of this Indenture or any supplemental indenture or Joint Mortgage or of the Bonds or coupons issued hereunder or thereunder, and the Trustee shall incur no liability or responsibility in respect of any such matters. The Trustee shall be under no responsibility or duty with respect to the disposition of any Bonds authenticated and delivered pursuant to the provisions hereof or of any supplemental indenture or with respect to the application of the proceeds thereof or of any moneys paid to, or on the order of, the Companies or any of them pursuant to the provisions hereof or of any supplemental indenture.

(b) The Trustee shall be under no duty to file, register or record or cause to be filed, registered or