

(2) the Corporate Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer and the Individual Trustee shall not be liable for any error of judgment made in good faith by him unless it shall be proved that the Corporate Trustee or Individual Trustee, as the case may be, was negligent in ascertaining the pertinent facts;

(3) the Trustees or either of them shall not be liable with respect to any action taken or omitted to be taken by them, it or him in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Bonds at the time Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustees or either of them, or exercising any trust or power conferred upon the Trustees or either of them, under this Indenture; and

(4) none of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk their, its or his own funds or otherwise incur any financial liability in the performance of any of their, its or his duties hereunder or in the exercise of any of their, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to them, it or him, as the case may be.

(D) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustees or either of them shall be subject to the provisions of this Section.

**Section 16.03.** The recitals contained herein and in the Bonds (except as contained in the Corporate Trustee's certificate of authentication) shall be taken as the statements of the Company, and the Trustees or either of them assume no responsibility for the correctness of the same. The Trustees or either of them 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 or a Consolidated Subsidiary thereto, or as to the validity or adequacy of the security afforded thereby and hereby, or as to the validity or sufficiency of this Indenture or of any Mortgage or of the Bonds issued hereunder. The Trustees or either of them shall be under no responsibility or duty with respect to the disposition of any Bonds authenticated and delivered hereunder or the application or use of the proceeds thereof or the application or use of any moneys paid to the Company under any of the provisions hereof.

**Section 16.04.** Either of the Trustees, the paying agent, the Bond Registrar or any Bond Co-Registrar or other agent of the Company or of the Trustees in their, its or his individual or any other capacity, may become the owner or pledgee of Bonds and, subject to Sections 16.09 and 16.10 hereof, if operative, may otherwise deal with the Company with the same rights it or he would have if it or he were not a Trustee, paying agent, Bond Registrar, Bond Co-Registrar or other agent of the Company or of the Trustees.