

provision of this Indenture are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

In case any event of default (as defined in Section 8.01 hereof) shall occur and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in amount of the Bonds hereby secured at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

Except as provided in this Section 7.01, no provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, negligent failure to act or misconduct.

**Section 7.02.** Subject to the provisions of Section 7.01 hereof:

(a) The Trustee shall incur no liability to anybody in acting upon any notice, request, opinion, consent, certificate, bond, document or paper believed by it to be genuine and to have been signed by the proper person;

(b) Any notice, option, demand, request, order, direction, application, certificate or other writing required by any provision of this Indenture to be executed by the Obligors shall be sufficiently executed if signed by a President or Vice-President (of any or all the Obligors) and by a Secretary or a Treasurer (of