

Any Individual Trustee appointed in succession to the original Individual Trustee shall always be an individual or, to the extent permitted by law, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$5,000,000, subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 16.01 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time a corporate Individual Trustee shall cease to be eligible in accordance with the provisions of this Section 16.01, it shall resign immediately in the manner and with the effect hereinafter specified in this Article 16.

**Section 16.02.** The Trustees, and each of them, accept the trusts hereby created upon the terms and conditions in this Indenture specified, to all of which the Company and the Holders of Outstanding Bonds by their acceptance thereof, agree:

(A) Except during the continuance of an Event of Default,

(1) the Trustees, and each of them, undertake to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees, or either of them; and

(2) in the absence of bad faith on its or his part, the Trustees, or either of them, may conclusively rely, and shall be protected in acting, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates, requests or opinions furnished to them, him or it, and conforming to the requirements of this Indenture; but in the case of any such certificates, requests or opinions which by any provision hereof are specifically required to be furnished to the Trustees, or either of them, the Trustee to which the same is furnished shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.

(B) In case an Event of Default has occurred and is continuing, the Trustees, or either of them, shall exercise such of the rights and powers vested in them, it or him 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.

(C) No provision of this Indenture shall be construed to relieve the Trustees, or either of them, from liability for their, its or his own negligent action, their, its or his own negligent failure to act, or their, its or his own willful misconduct, except that

(1) this subdivision shall not be construed to limit the effect of subdivision (A) of this Section;