

sufficiently evidenced by an instrument signed in the name of the Grantor by any officer of the Grantor (unless other evidence in respect thereof be herein specifically prescribed), and any resolution of the Board of Directors of the Grantor may be evidenced to the Trustee by a Certified Resolution;

- (c) In the administration of the trusts of this Indenture, the Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys and the Trustee may consult with counsel (who may be counsel for the Grantor) and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;
- (d) Whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate of the Grantor and such Officers' Certificate of the Grantor shall, in the absence of negligence or bad faith on the part of the Trustee, be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such further or additional evidence as it may deem reasonable;
- (e) The recitals herein and in the Bonds (except the Trustee's certificate of authentication thereon) shall be taken as the statements of the Grantor and shall not be considered as made by, or imposing any obligation or liability upon, the Trustee. The Trustee makes no representation as to the value or condition of the trust estate or any part thereof, or as to the title of the Grantor, or as to the security afforded thereby or hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder, and the Trustee shall incur no liability or responsibility in respect of any of such matters;
- (f) The Trustee shall not be personally liable in case of entry by it, upon the trust estate, for debts contracted or liability or damages incurred in the management or operation of the trust estate. The Trustee shall not in any event be required to take, defend or appear in any legal action or proceeding hereunder or to exercise any of the