except as otherwise herein expressly provided, be entitled to rely upon a certificate executed by an officer of Company.

- No provision of this Separate Trust Supplemental Indenture shall be construed to relieve Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that
- (a) prior to a default and after the curing of all defaults which may have occurred, Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Separate Trust Supplemental Indenture, and no implied covenants or obligations shall be read into this Separate Trust Supplemental Indenture against Trustee but the duties and obligations of Trustee, prior to default and after the curing of all defaults which may have occurred, shall be determined solely by the express provisions of this Separate Trust Supplemental Indenture; and

- (b) prior to default and after the curing of all defaults which may have occurred, and in the absence of bad faith on the part of Trustee, Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Separate Trust Supplemental Indenture and the Original Trust Indenture; and
- (c) Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of Trustee unless it shall be proved that Trustee was negligent in ascertaining the pertinent facts; and
- (d) Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith with the consent of Principal Trustee, relating to the time, method