such duties as are specifically set forth in this Indenture, and in case of default (which has not been cured) to exercise such of the rights and powers vested in it by this Indenture, and to 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.

For the purposes of this Section and of Section 13.03, a default shall be deemed cured when the act or omission or other event giving rise to such default shall have been cured, remedied or terminated. If a default is waived as provided in Section 15.06(c), such default shall be deemed to have been cured.

The Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, shall examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

Section 13.03. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, but the duties and obligations of the 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 Indenture;

(b) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, and in the absence of bad faith on the part of the Trustee, the 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 Indenture;

(c) the Trustee shall not be personally 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; and

(d) the Trustee shall not be personally 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 aggregate principal amount of the bonds at the time outstanding (such percentage being determined as provided in Section 1.01) 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.

The provisions of this Section shall also be applicable to any Additional Trustee who may hereafter be appointed pursuant to the provisions of Section 13.18.

Section 13.04. The recitals contained herein and in the bonds shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the value of the mortgaged property or any part thereof, or as to the title of the Company thereto, or as to the validity or adequacy of the security afforded thereby and by this Indenture, or as to the validity of this Indenture or of the bonds or coupons issued hereunder. The Trustee shall not be under any responsibility or duty with respect to the disposition by the Company of any bonds authenticated and delivered hereunder or the application of the proceeds thereof or the applications of any moneys paid to the Company under any of the provisions hereof.

Section 13.05. The Trustee shall not be personally liable in case of entry by it upon the mortgaged property for debts contracted or liability or damages incurred in the management or operation of said property.

Section 13.06. To the extent permitted by Sections 13.02 and 13.03: