herein, need not be segregated in any manner from any other moneys except to the extent required by law, and may be deposited by the Trustee, under such general conditions as may be prescribed by law, in the Trustee's general banking department and the Trustee shall not be liable for any interest thereon, except such as it may agree to pay.

§ 15.02. Anything in this Indenture contained to the contrary notwithstanding:

(a) unless and until an event of default specified in § 11.01 hereof shall have happened and be continuing,

(1) the Trustees shall not be liable except for the performance of such duties as are specifically set out in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees, whose duties and obligations shall be determined solely by the express provisions of this Indenture; and

(2) the Trustees may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustees, upon certificates or opinions furnished to the Trustee pursuant to the express provisions of and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions, which, by the provisions 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;

(b) 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 the Individual Trustee shall not be personally liable for any error of judgment made in good faith by him unless it shall be proven that he was negligent in ascertaining the pertinent facts; and

(c) neither of the Trustees shall be personally liable to any holder of Bonds or coupons or to any other person with respect to any action taken or omitted to be taken by it or him in good faith, in accordance with the direction of the holders of more

than 50% in principal amount of Bonds at the time outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustees, or either of them, or exercising any trust or power conferred upon the Trustees, or either of them, by this Indenture.

If an event of default hereunder shall have happened, then, so long as the same shall be continuing, the Trustees shall exercise such of the rights and powers vested in them by this Indenture, and shall 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.

§ 15.03. If the Trustee shall at any time cease to be a bank or trust company in good standing organized and doing business under the laws of the United States or of any State and having its principal office in the Borough of Manhattan, The City of New York, and having a combined capital and surplus of not less than $5,000,000, which is authorized under the laws of the jurisdiction of incorporation to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority, then the Trustee shall resign within 30 days thereafter, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If the Trustee shall fail or refuse to resign within said period, then (*a*) the Trustee shall, within ten days after the expiration of said period, transmit notice of such failure or refusal to the Bondholders in the manner and to the extent provided in § 15.07; and (*b*) any Bondholder, who has been the bona fide holder of a Bond for at least six months, may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee, so failing or refusing to resign, and the appointment of a successor.