

tection to the Trustees for any action taken or omitted to be taken by them, or either of them, in reliance thereon. Except as otherwise expressly provided in this Indenture, a Certificate of the Company, as to the existence or non-existence of any fact pertinent to the right of the Trustees, or either of them, to take or refrain from taking any action under this Indenture, may be accepted by the Trustees, or either of them, as conclusive evidence of the facts therein stated, and shall constitute full protection to the Trustees for any action taken or omitted to be taken by them, or either of them, in reliance thereon.

(m) Neither of the Trustees shall be under any duty to examine into or pass upon the validity or genuineness of any obligations or other securities at any time pledged and deposited hereunder, and the Trustees shall be entitled to assume that any obligations or other securities presented for pledge and deposit hereunder are genuine and valid and what they purport to be, and that any endorsement or assignment thereon is genuine and legal.

(n) Either of the Trustees may buy, hold, sell or deal in the Bonds and coupons issued hereunder, and other securities of the Company or any Subsidiary or Affiliate, and may engage or be interested in any financial or other transaction with the Company or any Subsidiary or Affiliate. Either Trustee may act as depository for, and any of its officers or directors may act as a member of, or in any other capacity with relation to, any committee formed to protect the rights of Bondholders, whether or not any such committee shall represent the holders of a majority in amount of the Bonds at the time outstanding. Either Trustee may act as a reorganization manager or in any other capacity with relation to any reorganization involving the Bonds or this Indenture, whether or not the Bonds or coupons shall be affected by such reorganization.

Section 138. The Trustees, or either of them, may resign and be discharged from the trusts created by this Indenture by giving written notice thereof to the Company (and to the other Trustee, if only one of them shall so resign) at least 30