defaults which may have occurred, the Trustees 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 Trustees but the duties and obligations of the Trustees, 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; and

(b) prior to 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 Trustees, the Trustees 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; and

(c) the Trustees 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 Trustees shall not be personally liable with respect to any action taken or omitted to be taken by them in good faith in accordance with the direction of the holders of not less than fifty-one per cent. (51%) in principal amount of the Bonds at the time outstanding (determined as provided in Section 9.02) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustees, or exercising any trust or power conferred upon the Trustees, under this Indenture.

Section 10.06. The recitals of fact contained herein and in the Bonds shall be taken as the statements of the Corporations and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representation as to the validity of this Indenture or of the Bonds or coupons issued hereunder.

Section 10.07. The Trustees shall, within ninety (90) days after the occurrence thereof, give to the Bondholders notice of all defaults known to the Trustees, unless such defaults shall have been cured before the giving of such notice (the term "defaults", for the purposes of this section, being hereby defined

to be the events specified in subsections (a), (b) and (c) of Section 8.01, excluding, however, the periods of grace therein provided); provided that, except in the case of default in the payment of the principal of or interest on any of the Bonds, the Trustees shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Bondholders. Such notice, if given, shall be transmitted by mail -

(1) to all registered holders of Bonds, as the names and addresses of such holders appear upon the registration books of the Corporations; and

(2) to such holders of Bonds as have, within two (2) years preceding such transmission, filed their names and addresses with the Trustee for that purpose.

Section 10.08. The Corporations covenant and agree to pay to the Trustees from time to time, and the Trustees shall be entitled to, reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustees, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Corporations will, on demand, reimburse the Trustees for all advances made by the Trustees in accordance with any of the provisions of this Indenture, including interest thereon at the rate of six per cent. (6%) per year after