ARTICLE XIII

Concerning the Trustees

Section 1. The Trustees accept the trusts hereby created upon the terms and conditions in this Article XIII specified, to all of which the Company and the holders of the Bonds and coupons at any time outstanding, by their acceptance thereof, agree.

Whenever and so long as an Event of Default has occurred and is continuing, the Trustees shall exercise such of the powers vested in them by the Mortgage, or take such other action with respect to such default, as in their judgment is necessary or desirable for the protection of the interests of the holders of Bonds issued hereunder.

No provision of the Mortgage shall be construed to relieve the Trustees from liability for their own negligent action, their own negligent failure to act, or their own willful misconduct, provided, however, that:

(a) Prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, the duties and obligations of the Trustees shall be determined solely by the express provisions of the Mortgage, and the Trustees shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Mortgage.

(b) No implied covenants or obligations shall be read into the Mortgage against the Trustees.

(c) 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 any certificates, statements, reports or opinions furnished to the Corporate Trustee; but in the case of any such certificates, statements, reports or opinions which by any provision hereof are specifically

required to be furnished to the Corporate Trustee, the Corporate Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Mortgage.

(d) The Trustees shall not be liable for any error of judgment made in good faith by a responsible officer of the Corporate Trustee, if such officer shall have been selected and continued in office in the exercise of due care, unless it shall be proved that the Trustees were negligent in ascertaining the pertinent facts.

(e) The Trustees shall not be 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 a majority in principal amount (or such other percentage of the principal amount specifically prescribed by the Mortgage for a particular action) of the Outstanding Bonds 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 the Mortgage.

(f) In the case of any action to be taken or suffered by the Trustees, wherein the Mortgage specifically authorizes such action notwithstanding the continuance of an Event of Default, the Trustees may rely on certificates and opinions furnished to the Corporate Trustee, but shall be under the same duty to examine the same to determine whether or not they conform to the requirements of the Mortgage as though an Event of Default had not occurred and been continuing.

(g) Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Company by the President or a Vice President and the Secretary or an Assistant Secretary, unless other evidence in respect thereof be herein specifically prescribed.

(h) The Trustees may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or