

(e) The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(f) Prior to the occurrence of an event of default hereunder and after the curing of all events of default, the Trustee 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 Trustee, upon certificates and opinions furnished to it pursuant to the express provisions 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; and

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

(h) The Trustee may rely on the certificates of the Corporation delivered pursuant to Section 5.12 relative to the non-existence of a default in the payment of principal and interest on the Notes or the Mooresville Bonds and in the performance of any covenant, agreement or condition contained in the Loan Contract, unless the Trustee has received written notice to the contrary from a Noteholder or holder of any Mooresville Bonds or otherwise has actual knowledge of a default.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Indenture.

SECTION 8.03. The recitals contained herein and in the Bonds and the Notes (other than the certificate of authentication on the Bonds) shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds or the Notes. The Trustee shall not be accountable for the use of or application by the Corporation of any of the Bonds or the Notes or of the proceeds of such Bonds or Notes, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture, or for the use or application of any moneys received by any paying agent other than the Trustee.