

Trustee, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof jointly with the Trustee, or to act as separate trustee or trustees of all such property or any part thereof.

Section 10.11. In case the Borrower shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the mortgaged property, to the extent, if any, that the Borrower may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of five per cent (5%) per annum, shall be repaid by the Borrower upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of said Bonds, and shall be paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Borrower; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of at least ten per cent (10%) of the aggregate principal amount of Bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 10.12. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be in full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder but the Trustee may in its unrestricted discretion, and shall, if requested in writing so to do by the holders of not less than ten per cent (10%) in aggregate principal amount of Bonds outstanding hereunder, cause to be made such independent investigation as it may see fit and

in that event may decline to release such property or pay over such cash unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of such investigation shall be paid by the Borrower or, if paid by the Trustee, shall be repaid by the Borrower upon demand with interest at the rate of five per cent (5%) per annum.

#### ARTICLE ELEVEN

##### Construction Account

Section 11.01. The Borrower will set up with a bank or banks which are members of the Federal Deposit Insurance Corporation, or with the Trustee, a separate account (herein called the "Construction Account") into which shall be deposited all of the proceeds from the sale of the Bonds (except accrued interest payments) and the additional funds required to be deposited by the Borrower to assure the payment of all costs of the development of the Project. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in a signed certificate of purposes executed by the Borrower and filed with and approved by the original purchaser of the Bonds or by a duly authorized representative of such purchaser. A copy of such approved certificate shall be filed with the Trustee. When the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next ninety (90) days, the Borrower may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government which shall mature, or which are subject to redemption by the holder thereof at the option of such holder, not later than three (3) years after the date of such investment. Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used for the redemption of Bonds; provided, however, that any of such funds in an amount less than One Thousand