

down taxes, charges, assessments and liens upon the trust estate, or for insuring the trust estate, or collecting any insurance moneys, or for the validity of the execution by the Borrower of this Indenture, or of any supplemental indenture or instrument of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the trust estate, or otherwise as to the maintenance of the security hereof, except that in the event the Trustee enters into possession of a part or all of the trust estate pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Borrower, except as hereinafter set forth, but the Trustee may require of the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the condition of the physical property included in the trust estate. The Trustee shall not be accountable for the use of any bonds authenticated or delivered hereunder or of any of the proceeds of such Bonds.

Section 8.04. Limits on Duties and Liabilities of Trustee: The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee and the Trustee shall be answerable only for its own negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. The Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property of the trust estate as in this Indenture provided, if such debts, damages, salaries, or contracts have been incurred, suffered, earned, or made in connection with the possession or management of such property.

Section 8.05. Giving Notice to Borrower. Except as herein otherwise provided, any notice or demand which by any provisions of this Indenture is required or permitted to be given or served by the Trustee on the Borrower shall be deemed to have been sufficiently given and served for all purposes by being mailed by registered mail, addressed to the Borrower at its address from time to time given to the Trustee in writing.

Section 8.06. Obligation of Trustee: The Trustee shall be under no obligation to institute any suit, or to take any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereby under, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability, the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Borrower shall reimburse the Trustee from the revenues of the trust estate or from its general funds for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Borrower shall fail to make such reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds or coupons outstanding hereunder.

Section 8.07. Responsibilities of Trustee in Event of Default: The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except default in the deposits or payments specified herein, or failure by the Borrower to file with it any of the documents required, or to deposit with it evidence of the insurance policies required hereunder, unless the Trustee shall be specifically notified in writing of such default by the Borrower or by the holders of at