

## ARTICLE VIII.

IN CASE OF DEFAULT IN PAYMENT OF BONDS OR INTEREST COUPONS, OR IN THE PERFORMANCE OF ANY COVENANT HEREIN CONTAINED, IT SHALL BE THE DUTY OF THE TRUSTEE TO NOTIFY THE COMPANY OF SUCH DEFAULT. UNTIL DEFAULT SHALL BE MADE IN THE DUE AND PUNCTUAL PAYMENT OF THE PRINCIPAL OR SOME INTEREST OF THE BONDS HEREBY SECURED, OR UNTIL SUCH DEFAULT SHALL BE MADE IN THE PERFORMANCE BY THE COMPANY OF SOME COVENANT OR CONDITION OF THIS INDENTURE AND SUCH DEFAULT SHALL HAVE BEEN CONTINUED FOR A PERIOD OF THREE MONTHS AFTER THE TRUSTEE SHALL HAVE GIVEN THE COMPANY NOTICE OF SUCH DEFAULT AS ABOVE PROVIDED, THE COMPANY, ITS SUCCESSORS OR ASSIGNS, SHALL BE SUFFERED AND PERMITTED TO RETAIN THE ACTUAL USE AND POSSESSION OF ALL THE PROPERTY COVERED BY THIS INDENTURE, AND TO EXERCISE THE RIGHTS OF FRANCHISES APPERTAINING THERETO AND TO RECEIVE THE EARNINGS, INCOMES, RENTS, ISSUES AND PROFITS THEREOF AND TO MANAGE, OPERATE, RECEIVE, USE AND ENJOY THE SAME.

## ARTICLE IX.

IF THE COMPANY SHALL WELL AND TRULY PAY OR CAUSE TO BE PAID THE PRINCIPAL AND INTEREST OF ALL THE BONDS HEREBY SECURED AT THE TIME AND IN THE MANNER THEREIN SPECIFIED, AND SHALL WELL AND TRULY KEEP AND PERFORM ALL THE THINGS HEREIN REQUIRED TO BE KEPT AND PERFORMED BY IT ACCORDING TO THE TRUE INTENT AND MEANING OF THIS INDENTURE, THEN AND IN THAT CASE ALL PROPERTY, RIGHTS AND INTEREST HEREBY CONVEYED OR PLEDGED SHALL REVERT TO THE COMPANY AND ESTATE, RIGHT, TITLE AND INTEREST OF THE TRUSTEE SHALL THEREUPON CEASE, DETERMINE AND BECOME VOID; OTHERWISE THE SAME SHALL BE, CONTINUE AND REMAIN IN FULL FORCE AND VIRTUE.

## ARTICLE X.

THE COMPANY AGREES TO PAY THE TRUSTEE SUCH COMPENSATION FOR ITS SERVICES IN CONNECTION WITH THIS TRUST, AS SHALL BE AGREED UPON.

THE TRUSTEE SHALL NOT BE REQUIRED TO TAKE NOTICE OR BE DEEMED TO HAVE NOTICE OF ANY DEFAULT OF THE COMPANY IN THE PAYMENT OF INTEREST OR PRINCIPAL OR IN THE PERFORMANCE OF ITS OTHER AGREEMENTS HEREIN, UNLESS THE TRUSTEE SHALL HAVE BEEN SPECIFICALLY NOTIFIED IN WRITING THEREOF.

IT IS FURTHER UNDERSTOOD THAT THE TRUSTEE SHALL NOT BE ANSWERABLE FOR ANY ACT, DEFAULT, NEGLECT OR MISCONDUCT OF ANY OF ITS AGENTS OR EMPLOYEES WHO MAY BE EMPLOYED IN CONNECTION WITH THE EXECUTION OF THIS TRUST NOR SHALL THE TRUSTEE BE ANSWERABLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES EXCEPT FOR ITS OWN WILFUL DEFAULT, MISCONDUCT OR NEGLECT, AND THAT THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS OF THE RECITALS HEREIN.

THE TRUSTEE SHALL NOT BE REQUIRED TO EFFECT INSURANCE AGAINST FIRE OR OTHER DAMAGE OR TO PROVIDE FOR THE PAYMENT OF ANY TAXES OR ASSESSMENTS, EXCEPT AS HEREIN SPECIFICALLY PROVIDED, BUT MAY, IN ITS DISCRETION, DO ANY OR ALL OF THESE THINGS, AND THE CERTIFICATE OF THE COMPANY UNDER ITS CORPORATE SEAL ATTESTED BY THE SIGNATURE OF ITS PRESIDENT SHALL BE CONCLUSIVE EVIDENCE OF ANY FACT, GERMANE TO THE EXECUTION OF THE TRUST HEREBY CONSTITUTED TO PROTECT THE TRUSTEE IN ANY ACTION THAT IT MAY TAKE BY REASON OF THE SUPPOSED EXISTENCE OF SUCH FACT.

IN CASE AT ANY TIME HEREAFTER THE TRUSTEE SHALL RESIGN, BE REMOVED OR BECOME INCAPABLE OF ACTING, A SUCCESSOR MAY BE APPOINTED IN WRITING, BY A MAJORITY IN INTEREST OF THE HOLDERS OF THE BONDS SECURED HEREBY AND THEN OUTSTANDING; PROVIDED, HOWEVER, THAT IN CASE THERE SHALL AT ANY TIME BE A VACANCY IN THE OFFICE OF