

SHALL BE FORTHWITH CANCELLED AND DELIVERED BY THE TRUSTEE LUMBERMENS TRUST COMPANY, TO THE COMPANY FOR DESTRUCTION. UNTIL SO EXCHANGED THE TEMPORARY BONDS SHALL IN ALL RESPECTS BE ENTITLED TO THE LIEN AND SECURITY OF THIS INSTRUMENT IN THE SAME MANNER AND TO THE SAME EXTENT AS THE PERMANENT ENGRAVED COUPON BONDS WHICH ARE TO BE ISSUED AND CERTIFIED HEREUNDER.

#### ARTICLE XIII

##### MISCELLANEOUS PROVISIONS.

SECTION 1. ALL THE COVENANTS AND STIPULATIONS IN THIS INSTRUMENT CONTAINED BY OR ON BEHALF OF THE COMPANY SHALL BE BINDING UPON ITS SUCCESSORS AND ASSIGNS, AND ALL OF THE RIGHTS AND POWERS APPERTAINING TO THE TRUSTEE SHALL LIKEWISE APPERTAIN TO THEIR SUCCESSORS IN THE PERFORMANCE OF THIS TRUST, AND TO EACH OF THE TRUSTEES HEREUNDER.

SECTION 2. IN CASE IT SHALL BE HELD OR SHALL AT ANY TIME BE FOUND THAT ANY STIPULATION, PROVISION OR COVENANT IN THIS INSTRUMENT CONTAINED IS ILLEGAL, CONTRARY TO PUBLIC POLICY OR FOR ANY REASON VOID, SUCH PROVISION SHALL NOT BE DEEMED TO BE OF THE ESSENCE OF THIS INSTRUMENT BUT SHALL BE REJECTED AS SURPLUSAGE, AND ITS INCLUSION HEREIN SHALL NOT AFFECT THE OBLIGATORY CHARACTER OF THE REMAINDER OF THIS INSTRUMENT, BUT THIS INSTRUMENT SHALL IN SUCH CASE BE CONSTRUED AS IF THE SAID STIPULATION, PROVISION OR COVENANT HAD NOT BEEN INSERTED HEREIN. IN CASE ANY PROVISION OF THIS INSTRUMENT SHALL BE DEEMED TO EXACT OR CALL FOR THE PAYMENT OF INTEREST IN EXCESS OF THE AMOUNT WHICH MAY BE LAWFULLY EXACTED OR COLLECTED, THEN SUCH STIPULATION OR PROVISION OF THIS INDENTURE SHALL BE CONSTRUED AS REQUIRING THE PAYMENT ONLY OF SO MUCH OF THE INTEREST CALLED FOR HEREUNDER AS MAY BE LAWFULLY EXACTED AND COLLECTED, AND THE COMPANY SHALL UNDER NO CIRCUMSTANCES BE OBLIGATED HEREUNDER TO PAY INTEREST IN EXCESS OF THE RATE AND AMOUNT WHICH MAY BE LAWFULLY CONTRACTED FOR.

SECTION 3. ANY REQUEST, DIRECTION OR OTHER PAPER REQUIRED BY THIS INSTRUMENT TO BE SIGNED AND EXECUTED BY BONDHOLDERS MAY BE SIGNED OR EXECUTED IN ANY NUMBER OF CONCURRENT WRITINGS OF SIMILAR TENOR.

SECTION 4. THE WORDS "TRUSTEE" AND "TRUSTEES" ARE USED HEREIN INTERCHANGEABLY AND WHEREEVER SO USED (SAVE IN SUCH PARTS OF THIS INSTRUMENT WHERE ONE OF THE TRUSTEES IS SPECIFICALLY NAMED) THE ONE SHALL BE DEEMED TO INCLUDE THE OTHER, SO THAT WHERE THE WORD "TRUSTEE" IS USED, IT SHALL INCLUDE BOTH PACIFIC SOUTHWEST TRUST AND SAVINGS BANK AND LUMBERMENS TRUST COMPANY, TRUSTEES HEREUNDER AND THE SUCCESSOR OR SUCCESSORS OF THEM OR EITHER OF THEM.

ALL RIGHTS, PRIVILEGES, POWERS AND EXEMPTIONS HEREIN GIVEN AND GRANTED TO EACH OF SAID TRUSTEES MAY BE EXERCISED AND ENJOYED AND THE SAME ARE HEREBY CONFERRED ON EACH TRUSTEE. AND AS BETWEEN EACH OF SAID TRUSTEES NO OBLIGATION OR LIABILITY SHALL ATTACH TO ONE BY REASON OF ANY ACT OF THE OTHER OR FAILURE TO ACT UPON THE PART OF THE OTHER. IT IS EXPRESSLY DECLARED THAT THE INTENT AND PURPOSE OF THIS INDENTURE IS THAT THE RIGHTS AND DUTIES OF TRUSTEE AS TO ALL PROPERTY IN THE STATE OF CALIFORNIA SHALL BELONG TO PACIFIC SOUTHWEST TRUST AND SAVINGS BANK AND THAT AS TO ALL PROPERTY OUTSIDE OF THE STATE OF CALIFORNIA THE RIGHTS AND DUTIES OF TRUSTEE SHALL BELONG TO LUMBERMENS TRUST COMPANY. THE PACIFIC SOUTHWEST TRUST AND SAVINGS BANK UPON NOTIFICATION FROM ITS CO-TRUSTEE, LUMBERMENS TRUST COMPANY, OF AN EVENT OF DEFAULT IN THE TERMS AND CONDITIONS HEREOF, AND DIRECTING IT TO ACT, SHALL PROCEED TO SELL ALL OR ANY PROPERTY HELD HEREUNDER