

ARTICLE XVII.

Concerning the Trustees.

Section 88. The Corporate Trustee shall at all times be a bank or trust company eligible under Section 35 hereof and have a combined capital and surplus of not less than Five Million Dollars (\$5,000,000). If the Corporate Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in Section 35 hereof, then for the purposes of this Section the combined capital and surplus of the Corporate Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any Co-Trustee appointed in succession to the Original Co-Trustee shall always be an individual, a citizen of the United States of America, or a bank or trust company having a combined capital and surplus of not less than One Hundred and Fifty Thousand Dollars (\$150,000), organized and doing business under the laws of the United States or of one of the States thereof or the District of Columbia which is authorized under such laws to exercise corporate trust powers, unless otherwise required by law.

The Trustees hereby accept the trust hereby created. The Trustees undertake and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, such separate or co-trustee undertakes, prior to Default, as defined in Section 65 hereof, and after the curing of all such Defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of such Default (which has not been cured) to exercise such of the rights and powers vested in them by this Indenture, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. For the purposes of this Section 88 and of Section 89 hereof a Default shall be deemed cured when the act or omission or other event giving rise to such Default shall have been cured, remedied or terminated.

The Corporate Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

Section 89. No provision of this Indenture shall be construed to relieve the Trustees or either of them from liability for their, its or his own negligent action, their, its or his own negligent failure to act, or their, its or his own wilful misconduct, except that

(a) prior to Default, as defined in Section 65 hereof, and after the curing of all such Defaults which may have occurred, the Trustees or either of them shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees or either of them; but the duties and obligations of the Trustees or either of them, prior to Default, as defined in Section 65 hereof, and after the curing of all such Defaults which may have occurred, shall be determined solely by the express provisions of this Indenture; and

(b) prior to Default, as defined in Section 65 hereof, and after the curing of all such defaults which may have occurred, and in the absence of bad faith on the part of the Trustees or either of them, the Trustees or either of them may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture; and

(c) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of such Trustee unless it shall be proved that such Trustee was negligent in ascertaining the