

ARTICLE V:

1336 710

CONCERNING THE TRUSTEE

5.01 Trustee accepts the trusts hereby created upon the terms and conditions set forth in this Separate Trust Supplemental Indenture, to all of which the parties hereto, the Principal Trustee, as trustee under the Original Trust Indenture, by its Consent Agreement attached hereto as Schedule C, and the holders from time to time of Bonds issued thereunder agree.

5.02 (a) Trustee undertakes, prior to a default and after the curing of all defaults which may have occurred, to perform such duties as are specifically set forth in this Separate Trust Supplemental Indenture, and, in case of default (which has not been cured) to exercise such of the rights and powers vested in it by this Separate Trust Supplemental Indenture and to use the same degree of care and skill in their exercise as a prudent man would exercise or use in the conduct of his own affairs; provided, however, that notwithstanding any other provision of this Separate Trust Supplemental Indenture, including, without limitation, the provisions of Paragraph 5.03 hereof, Trustee shall not exercise any of the rights and powers so vested in Trustee under this Separate Trust Supplemental Indenture, unless Trustee shall have obtained the consent, in writing, of the Principal Trustee to such exercise.

(b) Trustee, upon receipt of evidence furnished to it by or on behalf of Company, pursuant to any provisions of this Separate Trust Supplemental Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Separate Trust Supplemental Indenture; but as to the existence or nonexistence of any fact, Trustee shall,