

lower. The interest, including realized increment on securities purchased at a discount, received on all such securities (after deduction for accrued interest, commissions, if any, and premium paid from the Construction Fund, at time of purchase) shall be deposited by the Depositary in the Construction Fund and any loss resulting from such investments will be charged to the Construction Fund. The Depositary shall not be liable or responsible for any loss resulting from any such investment or resulting from the redemption, sale or maturity of any such investment as in this Indenture authorized. If at any time it shall become necessary that some or all of the securities purchased with the moneys in the Construction Fund be redeemed or sold in order to raise moneys necessary to comply with the provisions of this Indenture, the Depositary shall effect such redemption or sale, employing, in the case of a sale, any commercially reasonable method.

SECTION 3.08. Duties of Depositary. The duties and obligations of the Depositary shall be determined solely by the express provisions of this Indenture and the Depositary shall use the same degree of care and skill in performance of such duties and obligations, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Except for acts of intentional wrongdoing or gross negligence, the Depositary shall have no liability for any action taken in the performance of its duties hereunder.

In respect to the disbursement of funds or investment of moneys, the Depositary shall have the right, but shall not be required, to demand, as a condition of such action, any showings, certificates, opinions, appraisals or other information, or official or corporation action or evidence thereof, in addition to that required by the terms of this Indenture, deemed prudent by the Depositary. In the absence of bad faith on the part of the Depositary, the Depositary may rely conclusively upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in action upon, any certificate, statement, instrument, opinion, report, notice, notarial seal, stamp, request, acknowledgment, verifications, written request, consent, order or other paper or document, believed by it to be genuine and to have been signed or affixed and presented by the proper party or parties.

SECTION 3.09. Fees, Charges and Expenses of Depositary. The Depositary shall be entitled to payment of and reimbursement for fees in accordance with the fee schedule of the Depositary in effect from time to time for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Depositary in connection with such services.