

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 acting 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.

SECTION 3.10. Resignation and Removal of Depositary. The Depositary may at any time resign by giving written notice to the Issuer, the Corporation and the Registered Owner of the Note not less than thirty days prior to the effective date thereof. The Depositary may be removed at any time upon the written request of the Holder of the Note. Upon the resignation or removal of the Depositary or the occurrence of any event rendering the Depositary incapable of performing its obligations hereunder, the Issuer, at the written direction of the Holder, shall promptly appoint a successor Depositary by an instrument in writing executed by order of its governing body. If no successor Depositary shall have been so appointed and accepted appointment within thirty days after notice of resignation or removal or the occurrence of an event incapacitating the Depositary, the Issuer or the Holder may petition any court of competent jurisdiction for the appointment of a successor Depositary. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Depositary.

Any corporation or association into which the Depositary may be merged or with which it may be consolidated, or any corporation or association resulting

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