

Trust and to execute and deliver any Mortgage, pledge or other instrument to secure any such Securities or other obligations or contracts; provided that after giving effect to any proposed increase in aggregate principal amount of outstanding obligations of the Trust for borrowed money,

(a) the aggregate principal amount of all such obligations other than Government Related Obligations, Non-Recourse Indebtedness and Prime Commercial Paper will not exceed 300% of the Net Assets of the Trust;

(b) the aggregate principal amount of all such obligations evidenced by Prime Commercial Paper will not exceed 300% of the Net Assets of the Trust;

(c) Non-Recourse Indebtedness of the Trust will not exceed 10% of the Total Assets of the Trust, except that Non-Recourse Indebtedness of the Trust may be incurred without regard to said 10% limitation to the extent that Non-Recourse Indebtedness of the Trust shall be charged against the limitation set forth in clause (a) above, thereby reducing (to the extent of the amount of Non-Recourse Indebtedness so charged) the aggregate principal amount of outstanding obligations of the Trust for borrowed money which may be incurred at any time within the limitation set forth in said clause (a); and

(d) the aggregate principal amount of all such obligations evidenced by Government Related Obligations will not exceed 200% of the Net Assets of the Trust;

and provided that the Trustees shall not issue Securities evidencing indebtedness of the Trust to the public unless the historical cash flow of the Trust or the estimated future cash flow of the Trust, excluding extraordinary items, is sufficient, in the judgment of the Trustees, to cover the interest on such Securities. Subject to the provisions of any series of Preferred Shares at the time outstanding, any such Securities, instruments or other obligations of the Trust may, at the discretion of the Trustees, without vote of the Shareholders, be convertible into Shares at such time and on such terms as the Trustees may prescribe.

Subject to the provisions of any series of Preferred Shares at the time outstanding, the Trustees shall have power to issue any type of Securities of the Trust, without vote of or other action by the Shareholders, to such Persons for such cash, property, services, expenses or other consideration (including Securities issued or created by, or interests in, any Person) at such time or times and in such amounts and in such manner and on such terms as the Trustees may deem advisable and to list any of such Securities of the Trust on any securities exchange and to purchase or otherwise acquire, hold, cancel, reissue, sell and transfer any such Securities of the Trust. The Trustees may authorize the use of facsimile signatures and/or a facsimile seal of the Trust on Securities of the Trust, provided that where facsimile signatures are so used, one of the authorized signatures be manual or the Securities be manually countersigned or authenticated by a transfer agent or registrar or by an authenticating agent or trustee or similar Person. In case any Person who shall have signed (or whose facsimile signature shall appear on) Securities of the Trust shall have ceased to occupy the office or perform the function with respect to which such signature was authorized before such Securities shall have been actually issued, such Securities may nevertheless be issued with the same effect as though such Person had not ceased to occupy such office or perform such function.

SECTION 2.7. Taxes. The Trustees shall have power to pay all taxes or assessments, of whatever kind or nature, imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof, to settle and compromise disputed tax liabilities, and for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees necessary or desirable.

SECTION 2.8. Rights as Holder of Mortgages and Securities. The Trustees shall have power to exercise all the rights, powers and privileges appertaining to the ownership of all or any Mortgages or