

statement or report furnished to it under the provisions of such § 4.16;

(ix) The provisions contained in the last paragraph of § 5.02 of Article 5 to the effect that in a specified event the Trustee may accept as conclusive evidence of compliance with the preceding provisions of such § 5.02 the statements contained in the application therein referred to, together with such additional documents, if any, as are expressly required by the subdivision or subdivisions pursuant to which the specified action shall have been taken by the Company, and that the Trustee in so doing shall be without liability;

(x) The provisions contained in the last paragraph of § 5.04 of Article 5 to the effect that the evidence therein referred to shall be full authority for the Trustee to execute the disclaimer or quitclaim therein referred to, and that the Trustee, in so doing in reliance thereon, shall be without liability;

(xi) The provisions contained in the second paragraph of § 5.09 of Article 5 to the effect that (i) the Trustee shall be fully protected in executing any release therein referred to or applying the cash therein referred to or its equivalent in accordance with the instructions or directions contained in a duly entered order or orders of the court therein referred to of primary jurisdiction, and (ii) the Trustee shall in no event be required to procure any review of such order by an appellate court or courts unless so requested by the holders of at least a majority in principal amount of the bonds at the time outstanding under the Indenture and furnished with indemnity as provided in Article 6;

(xii) The provisions contained in the last paragraph of § 6.03 of Article 6 to the effect that in case any one or more of the events of default specified in § 6.02 shall exist, it shall be the duty of the Trustee upon being so requested in writing by the holders of at least 25% in principal amount of the bonds then outstanding, and

direction shall not be otherwise than in accordance with the provisions of law and of the Indenture, but they shall have no right to involve the Trustee in any personal liability of any kind to anybody without first and from time to time indemnifying it to its satisfaction;

(xvi) The provisions contained in § 6.23 of Article 6 to the effect that (i) the Trustee may, and upon the written request of the holders of more than 75% in principal amount of the bonds secured by the Indenture then outstanding (including, if more than one series of bonds be at the time outstanding, the holders of a majority in principal amount of the bonds of each such series) and furnished with opinion of its counsel that it is proper for it so to do, shall, waive any default (except as specified) under the Indenture and its consequences, and (ii) the Trustee shall not be responsible to anyone for waiving or refraining from waiving any default in accordance with such § 6.23;

(xvii) The provisions contained in § 6.24 of Article 6 to the effect that when an event of default shall exist in respect of the payment of the principal or interest of the bonds of any one or more outstanding series and not in respect of the bonds of one or more other series, then whatever action in Article 6 is provided may or shall be taken upon the existence of such an event of default by or upon the request of the holders of 25% or a lesser percentage of the principal amount of all bonds outstanding may be or shall be taken, in the absence of such request, by or upon the request of the holders of 25% in principal amount of the outstanding bonds of such defaulted series;

(xviii) The provisions contained in § 8.08 of Article 8 to the effect that the opinion of counsel therein referred to may be received by the Trustee as conclusive evidence; and

upon being indemnified to its satisfaction against costs, expenses and liability which may be incurred by acting in pursuance of such request to proceed to exercise some one or more of the remedies set forth in such § 6.03;

(xiii) The provisions contained in § 6.16 of Article 6 to the effect that upon the request of the holder or holders of any one or more of the bonds issued under the Indenture who shall furnish to the Trustee security and indemnity satisfactory to the Trustee for its expenses and compensation for its services and for any liability whatsoever which it may or might incur in the premises, it shall be the duty of the Trustee to proceed as authorized in such § 6.16;

(xiv) The provisions contained in § 6.17 to the effect that upon default of the Company so to do, the Trustee, if requested in writing by the holders of at least 25% in principal amount of the bonds then outstanding, and provided with the amount of cash necessary therefor and indemnified as provided in the Indenture, shall make any payment (other than the principal, interest and/or any sinking fund in respect of the bonds) which the Company by any provision of the Indenture agrees to make or cause to be made;

(xv) The provisions contained in the last paragraph of § 6.22 of Article 6 to the effect that the holders of more than 75% in principal amount of the bonds secured by the Indenture then outstanding shall have the right from time to time, if they so elect and manifest such election by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct and control the method and place of conducting any and all proceedings for any sale of the mortgaged property or any adjournment thereof, or for the foreclosure of the lien of the Indenture, or for the appointment of a receiver or for any other action or proceeding under the Indenture, provided that such

(xix) The provisions contained in § 9.03 of Article 9 to the effect that the proof of the execution of any request, declaration or other instrument by bondholders, or of a writing appointing any bondholder's attorney, and of the holding or ownership by any person of bonds or coupons, shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the manner specified in such § 9.03.

(2) Notwithstanding any provision contained in § 2.11(f) of Article 2, § 4.14 of Article 4, §§ 6.03, 6.16, 6.17 or 6.24 of Article 6, or elsewhere in this Indenture, the Trustee, except as provided in § 11.02 of Article 11 of this Indenture, shall not be required or obligated to take any action hereunder upon the request or direction of the holders of less than a majority in principal amount of the bonds then outstanding hereunder.

(d) In any case under this Indenture where the holders of a specified percentage of the bonds then outstanding are authorized (i) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture, or (ii), on behalf of the holders of all the bonds, to waive, on the waiver of any past event of default and its consequences, in determining whether the holders of the required percentage of the bonds then outstanding have concurred in any such direction or consent, bonds owned by any obligor thereon, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with any obligor thereon, shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction or consent, only bonds which the Trustee knows are so owned shall be so disregarded.