

and place of conducting all proceedings to be taken under the provisions of this Indenture for the enforcement hereof or of the Notes, subject to the provisions of Section 8.01(a) hereof. If such instrument in writing is not received within such period, the Trustee may proceed as it shall determine.

ARTICLE VIII.

CONCERNING THE TRUSTEES.

SECTION 8.01. (a) The Trustees accept the trust hereby created and agree to perform the duties herein required of them to the best of their ability to the end that the interests of the payees and holders of the Notes may be adequately and effectively protected. The Trustees shall have the full and complete right, power and authority at any and all times and from time to time, to do any and all things, not inconsistent with the express provisions of this Indenture, which they may deem advisable, in order to enforce the provisions of this Indenture or to take any action with respect to an event of default, or to institute, appear in or defend any suit or other proceeding with respect thereto, or to protect the interests of the payees and holders of the Notes. The Trustees shall not be answerable or accountable under any circumstances, except for their own bad faith, wilful misconduct or negligence; nor shall the Trustees be accountable for the use of any Notes delivered hereunder. The Trustees shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on their own motion or on the request of any other person which, in their opinion, shall be likely to involve expense or liability, unless one or more of the payees and holders of the Notes, from time to time, shall offer and furnish reasonable indemnity against liability and expense to the Trustees. The Trustee or any successor to the Trustee hereafter appointed, in its individual or any other capacity, may become the payee, holder or pledgee of Notes, with the same rights which it would have if it were not the Trustee hereunder. The "principal office of the Trustee" wherever used in this Indenture shall mean the office of the Trustee where its corporate trust department is at the time located. The Trustee or its representative or holders of 15% of principal amount of notes may inspect books and records on the property of the Company, at its expense at any time.

(b) The Trustees shall receive compensation at the rates heretofore agreed with the Company for all services rendered by them under this Indenture prior to an event of default in collecting and disbursing rents and other moneys payable