

other information, or official or corporation action or evidence thereof, in addition to that required by the terms of this Indenture deemed desirable by the Depositary.

No provision of this Indenture shall be construed to relieve the Depositary from liability for its own intentionally wrongful action or failure to act except that:

(a) the duties and obligations of the Depositary shall be determined solely by the express provisions of this Indenture; and in the absence of bad faith on the part of the Depositary, the Depositary may conclusively rely, as to the truth of the statements and the correctness or opinion furnished to the Depositary and believed by it to be genuine and executed by the person or persons authorized to furnish the same; and

(b) the Depositary shall not be liable for any error of judgment made in good faith by a responsible officer thereof of the Depositary unless it shall be proved that the Depositary was negligent in ascertaining the pertinent facts; and the Depositary shall not be liable with respect to any action taken by it in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding relating to the exercising of any trust or power conferred upon the Depositary under this Indenture.

SECTION 3.10. Performance by Depositary. Subject to the provisions of Section 3.09 hereof the Depositary may rely 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 3.11. 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 its 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 3.12. Purchase of Note by Lender and Depositary; Dealing with Issuer and Corporation. The Lender or the Depositary (including directors, employees and related corporations) may acquire, hold, own, sell and deal in or

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