

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any bondholder any plan of reorganization, arrangement, adjustment or compensation affecting the bonds or the rights of any holder thereof, or to authorize the Trustee to vote in respect of the claim of any bondholder in any such proceeding.

Section 8. Trustee May Enforce Claims Without Possession of Bonds. All rights of action and claims under this Indenture or the bonds may be prosecuted and enforced by the Trustee without the possession of any of the bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as Trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the Trustee, its agents and counsel, be for the ratable benefit of the holders of the bonds for which such judgment has been recovered.

#### ARTICLE VIII

##### CANCELLATION OF TRUST INDENTURE

Payment of Indebtedness and Voiding of the Indenture. In the event the Issuer, its successors or assigns, shall pay or cause to be paid the entire principal amount of all bonds secured hereby, and all interest thereon, as and when the same shall become due and payable according to the terms and conditions of said bonds, and shall fully discharge the Trusts herein declared, then this Indenture shall be void and of no further force and effect. Upon the presentation to Trustee of all bonds marked "paid", it shall be conclusively presumed that all bonds secured hereby and all interest thereon have been paid in full and Trustee shall be entitled to satisfy and release the lien of this Indenture. At the end of one year after maturity of the last maturing bond secured hereby, or if all outstanding bonds secured hereby have been called for redemption in accordance with the terms of this Indenture and the appropriate deposits to retire the bonds have been made, and in either event all such bonds have actually been redeemed by payment in cash or otherwise to the bondholders, or the funds for such payment have been paid by the Issuer into the sinking fund, then this Indenture shall be void and of no further force and effect and Trustee shall be entitled to satisfy and release the lien of this Indenture, except and unless there be an action pending to foreclose this Indenture, in which case this Indenture shall continue in effect until completion of such foreclosure proceedings.

#### ARTICLE IX

##### THE TRUSTEE

Section 1. The Trustee. Exhibit "A", Section 3, names the Trustee for the benefit of the bondholders.

Section 2. Conditions of Acceptance of Trust. The Trustee accepts the trust hereby created but only upon the following terms and conditions:

(a) That it shall not be under any obligation to take any action in any default, nor towards the execution or enforcement of any of the trusts hereby created, nor to institute, appear or defend any suit or other proceedings in connection therewith, unless requested in writing by the holders of twenty-five percent (25%) in the amount of the bonds then outstanding, and if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time with security and satisfactory indemnity as it may require by the bondholders. This provision shall not affect any discretionary powers herein given to the Trustee.

(b) That it is not and shall not be responsible for the title of the Premises, or the value thereof, or the sufficiency of the security created thereby.

(c) That it shall be under no duty to see to the procuring of the insurance or the payment of taxes and assessments.

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