

performance of such covenant. The Trustee shall not be under any liability to the Company for any action which the Trustee may take to protect, preserve or enforce any rights or interests in the Trust Estate, nor shall the Trustee be required to take any action at the request of the holders of the Bonds unless it shall be furnished with indemnity, in manner and form satisfactory to it, against losses or expenses which may be sustained or incurred by it in taking such action. An agreement to so indemnify by any original purchaser of a Bond shall be sufficient indemnity under this Section 5.3.

SECTION 5.4. Reorganization, Readjustment or Rearrangement. With the written consent of the holders of at least a majority in principal amount of the Bonds then outstanding, the Trustee may join in any plan of voluntary or involuntary reorganization, readjustment or rearrangement in respect of any of the evidences of indebtedness included in the Trust Estate and may accept or authorize the acceptance of new securities or obligations issued in exchange therefor under any such plan. Any new securities or obligations issued in exchange for any of the evidences of indebtedness included in the Trust Estate shall be deposited with the Trustee and held by the Trustee in pledge under this Indenture. In case the Trustee shall not join in any such plan, the Trustee shall receive any moneys accruing on or apportioned to the Trust Estate, and such moneys shall be held by the Trustee in, and as part of, the Trust Estate.

SECTION 5.5. Modification of Trust Estate. The Trustee, upon the written request of all the holders of the Bonds then outstanding, shall give its consent to any action, change or modification under, in or in respect of any of the instruments constituting part of the Trust Estate, except as provided in Section 9.1.

SECTION 5.6. Purchase of Trust Estate. In no event shall any purchaser or purchasers in good faith of any part of the Trust Estate purported to be released hereunder be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority, or to see to the application of the purchase moneys.

SECTION 5.7. Trustee's Expenses. On demand of the Trustee, the Company forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under

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