

Indenture by executing and delivering to the Issuer a written instrument of acceptance.

The Custodian shall record and file or cause to be recorded and filed from time to time this Trust Indenture and Uniform Commercial Code statements so as to secure the lien of this Trust Indenture upon the Revenues, accounts receivable, contract rights, general intangibles and personalty subject of this Trust Indenture. The Custodian shall also record and rerecord this Trust Indenture and file from time to time Uniform Commercial Code statements as required by law to maintain the lien of this Trust Indenture upon the real property described in Exhibit A.

The Custodian shall at all times be held harmless when acting upon any notice, ordinance, resolution, request, consent, order, certificate, statement, opinion, bond, coupon or other document reasonably believed to be genuine, and to have been signed by the proper party or parties.

The Custodian shall be under no obligation or duty to perform any act which would involve it in expense, or to institute any suit, or defend the same, or to advance any of its own moneys, unless properly indemnified to its satisfaction; nor shall the Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

In the event the Custodian resigns or becomes incapable of acting hereunder, then the Issuer shall be

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