

SECTION 7.23. *Certain Remedies Subject to Rights of Tenant.* If no Event of Default has occurred under the Lease, the exercise by the Trustee of any right, remedy or power provided by this Article shall be subject to the rights of the Tenant under the Lease.

ARTICLE EIGHTH.

CONCERNING THE TRUSTEES.

The Trustees accept the trusts hereunder and agree to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Company and the respective holders of the Notes at any time outstanding by their acceptance thereof agree:

SECTION 8.01. *Duties of Trustees.* The Trustees undertake, except while an Event of Default actually known to the Trustee shall have occurred and be continuing, to perform such duties and only such duties as are specifically set forth in this Indenture, and, while an Event of Default actually known to the Trustee shall have occurred and be continuing, to exercise such of the rights and powers as are vested in them by this Indenture, and to use the same degree of care and skill in their exercise as an ordinary prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee upon receipt of instruments furnished to the Trustees pursuant to the provisions of this Indenture, shall examine the same to determine whether or not such instruments conform to the requirements of this Indenture.

SECTION 8.02. *Trustees' Liability.* No provision of this Indenture shall be construed to relieve the Trustees from liability for their own negligent action, negligent failure to act, or their own wilful misconduct, except that

(1) unless an Event of Default shall have occurred and be continuing, the Trustees shall not be liable except for the performance of such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustees but the duties and obligations of the Trustees shall be determined solely by the express provisions of this Indenture; and

(2) in the absence of bad faith on the part of the Trustees, the Trustees 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 resolution, Officers' Certificate, Opinion of Counsel, Note, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report, stock certificate, or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties; and

(3) whenever the Trustees, or any of their agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officers' Certificate; provided, however, that the Trustees, or such agent, representative, expert or counsel, may require such further and additional evidence and make such further investigation as it or they may consider reasonable; and

(4) the Trustees may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or Opinion of Counsel; and

(5) the Trustees shall not be liable with respect to any action taken or omitted to be taken by them in good faith in accordance with any direction or request of the holders of the Notes with which the Trustees are required by the provisions hereof to comply; and

