

down taxes, charges, assessments and liens upon the trust estate, or for insuring the trust estate, or collecting any insurance moneys, or for the validity of the execution by the Borrower of this Indenture, or of any supplemental indenture or instrument of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the trust estate, or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the trust estate pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Borrower, except as hereinafter set forth, but the Trustee may require of the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the condition of the physical property included in the trust estate. The Trustee shall not be accountable for the use of any bonds authenticated or delivered hereunder or of any of the proceeds of such Bonds.

Section 8.04. Limits on Duties and Liabilities of Trustee:

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee and the Trustee shall be answerable only for its own negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. The Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property of the trust estate as in this Indenture provided, if such debts, damages, salaries, or contracts have been incurred, suffered, earned, or made in connection with the possession or management of such property.