

and to the same extent and with the same rights as if it were not the Trustee hereunder.

(n) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture at the request or with the consent or approval of any person that at the time is the holder of any Bond, shall be conclusive and binding upon all future holders of such Bond and their successors in interest.

(o) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on any trial or other proceedings relative thereto.

(p) Subject to § 10.02, the Trustee shall not be bound to recognize any person as the holder of a Bond unless and until the Bond is submitted to the Trustee for inspection if requested, and the title thereto established to the satisfaction of the Trustee.

(q) In the event that any taxes or other governmental charges be imposed upon the Trustee in its capacity as Trustee hereunder, under any present or future law of the United States of America or of any other authority therein having jurisdiction, the Trustee shall be reimbursed and indemnified therefor by the Companies, and any liability incurred or amounts paid by the Trustee in respect of any such taxes or other governmental charges, until paid to or for the account of the Trustee, shall constitute a lien upon the Trust Estate prior to any claim of the holders of Bonds.

(r) Every provision of the Indenture relating to action or conduct of, or which in any way affects any liability of, the Trustee shall be subject to, and governed by, the provisions of this Section.

§ 9.02. Any moneys which at any time shall be deposited with the Trustee shall be held in trust by the Trustee for