

hereof), at the date fixed by the Corporate Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

Nothing in this Indenture or in the Bonds shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay the principal of, premium, if any, and interest on the Bonds as therein promised, or affect or impair the right of action, which is also absolute and unconditional, of the holders of the Bonds, to enforce such payment by virtue of the contract embodied in the Bonds and not by virtue or by availing of any provision of this Indenture.

ARTICLE EIGHT.

Concerning the Trustees.

SECTION 8.01. The Trustees accept the trust hereby created but only upon the following terms and conditions, to all of which the Company and all of the holders of the Bonds at any time outstanding, by their acceptance thereof, agree:

(a) The recitals herein and in the Bonds contained shall be taken as the statements of the Company and the Trustees assume no responsibility for the correctness of the same.

(b) The Trustees shall be under no duty to file, register or record or cause to be filed, registered or recorded this Indenture, or any supplement thereto, as a mortgage, conveyance or transfer of real or personal property or otherwise or to refile, re-register or re-record or renew the same.

(c) The Trustees may execute any of the trusts under this Indenture or exercise any of the powers hereby vested in the Trustees or either of them or perform any duty hereunder either themselves or by or through their attorneys, agents, or employees, and the Trustees shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees provided reasonable care has been exer-