

## ARTICLE 8

The TrusteesSection 8.1. Rights and Obligations of Trustees.

(a) The Trustees accept the trusts hereby created and agree to perform the duties herein required of them upon the terms and conditions hereof. The Trustees shall have the full and complete right, power and authority, at all times, to do all things, not inconsistent with the express provisions of this Indenture, which they may deem advisable, in order to enforce the provisions of this Indenture or to take any action with respect to an Event of Default, or to institute, appear in or defend any suit or other proceeding with respect thereto, or to protect the interests of the registered owners of the Notes. The Trustees shall not be answerable or accountable under any circumstances, except for their own bad faith, wilful misconduct or negligence, and the Company agrees to indemnify and save harmless the Trustees against and from any liability and damages which they may incur or sustain, in good faith and without negligence, in the exercise and performance of any of their powers and duties hereunder; nor shall the Trustees be accountable for the use of any proceeds from the sale of the Notes. The Trustees shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Trust Estate or towards the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on their own motion or on the request of any other person which, in their opinion, shall be likely to involve expense or liability, unless one or more of the registered owners of the Notes, from time to time, shall offer and furnish reasonable indemnity against liability and expense to the Trustees. The Trustee, or any successor to the Trustee hereafter appointed in its individual or any other capacity, may become the payee, registered owner or pledgee of Notes, with the same rights which it would have if it were not the Trustee hereunder.

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