

proper disbursements incurred by them upon or after an Event of Default, or in instituting, appearing in or defending any suit or proceeding with respect thereto. For such compensation and disbursements and the compensation and disbursements referred to in Section 8.1(b) and the indemnity referred to in Section 8.1(a), the Trustees shall be secured hereunder prior to the Notes.

(d) The Trustees shall incur no liability in acting upon any signature, notice, request, consent, instrument, certificate, opinion or other instrument believed by them to be genuine. In administering the trusts, the Trustees may execute any of the trusts or powers hereof directly or through their agents or attorneys and may, at the Company's expense, consult with counsel (who may be counsel to the Company), accountants and other skilled persons to be selected and employed by them, and the reasonable expenses thereof shall be paid by the Company, and the Trustees shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the opinion of any such person.

(e) The recitals and statements in this Indenture and the Notes (except for the Trustee's certificate of authentication endorsed on the Notes) are statements by the Company alone, and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustees, nor shall the Trustees be held responsible for the legality or validity hereof or of the Notes, the Lease, the Assignment, or of any amendments