by an instrument in writing delivered to the Trustees within fifteen days after written notice of any Event of Default hereunder shall have been given by the Trustees to the holders of the Notes, to determine which of the remedies herein set forth shall be adopted and to direct the method and place of conducting all proceedings to be taken under the provisions of this Mortgage for the enforcement hereof or of the Notes provided, however, that such determination shall be in accordance with law and this Mortgage, and the Trustees, subject to the provisions of Section 8.01, shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the holders of Notes not joining in such direction. If such instrument in writing is not received within such period, the Trustees may proceed as they shall determine.

ARTICLE VIII

Concerning the Trustees

SECTION 8.01. *Responsibility of Trustees; Compensation, etc.* The Trustees accept the trusts hereby created but only upon the terms herein set forth. The Trustees shall not be answerable or accountable under any circumstances, except for their own bad faith, negligence or wilful misconduct, nor shall the Trustees be accountable for the use of any Notes issued or delivered by the Company hereunder. 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. Subject to the foregoing provisions of this Section 8.01:

(a) The Trustees shall be under no obligation to take any action 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 and whether or not an Event of

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Default exists hereunder which, in their opinion shall be likely to involve expense or liability, unless one or more of the holders of the Notes, from time to time, shall offer and furnish indemnity satisfactory to the Trustee 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 owner or pledgee of Notes, with the same rights which it would have if it were not the Trustee hereunder. The "principal office of the Trustee" wherever used in this Mortgage shall mean the office of the Trustee where its corporate trust department is at the time located.

(b) The Trustees shall receive reasonable compensation for all services rendered by them under this Mortgage, prior to an Event of Default, in collecting and disbursing rents and other moneys payable pursuant to the Assigned Lease, issuing checks for the Instalment Payments on the Notes and prepaying Notes. The Trustees shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which they may render under this Mortgage prior to an Event of Default and to be reimbursed for all proper disbursements incurred by them under this Mortgage prior to an Event of Default, provided that no commission shall be paid for the collection of rents and other moneys under the Assigned Lease or for disbursing such rents and other moneys pursuant to the terms hereof.

(c) The Trustees shall be entitled to reasonable compensation for their services and reimbursement for all proper disbursements of every sort and nature incurred by them in taking any action upon the happening of an Event of Default, or in instituting, appearing in or in defending any suit or proceeding with respect thereto. For such compensation and disbursements and the compensation and disbursements referred to in paragraph (b) above and the indemnity provided for in paragraph (a) above, the Trustees shall be secured under this Mortgage.

(d) The Trustees shall incur no liability to any one in acting upon any signature, instrument, notice, resolution, request, consent,

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