

pursuant to the Assigned Leases, effecting transfers of Notes, issuing checks for the interest payments and 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 Indenture prior to an event of default and to be reimbursed for all proper disbursements incurred by them under this Indenture prior to an event of default, provided that no commissions shall be paid for the collection of rents and other moneys under the Assigned Leases 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.

(d) The Trustees shall incur no liability to any one in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by them to be genuine. In the administration of the trusts of this Indenture, the Trustees may advise with legal counsel, who may be counsel to the Company, appraisers, engineers, architects, accountants and other skilled persons to be selected and employed by them and the reasonable expenses therefor 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 counsel, appraisers, engineers, architects, accountants or other skilled persons.

(e) The recitals and statements in this Indenture and in the Notes contained shall be taken as 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 of this Indenture or of the Notes or of the Assigned Leases or of the separate instruments of assignment thereof or of any supplemental indenture or any instrument of further assurance. In executing this Indenture the Trustees make no covenant or representation respecting the rights of the owners of any of the Notes, or the title or interest of the Company in or to the Trust Estate or the condition of the Trust Estate, or the sufficiency of the security for