

disbursements and the compensation and disbursements referred to in Section 8.1(b) and the indemnity referred to in Section 8.1(a), the Trustee shall be payable hereunder prior to the Bonds.

(d) The Trustee shall incur no liability in acting upon any signature, notice, request, consent, instrument, certificate, opinion, or other instrument believed by it to be genuine. In administering the trusts, the Trustee may execute any of the trusts or powers hereof directly or through its 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 it and who are satisfactory to holders of at least 66 2/3% in aggregate principal amount of the Bonds then outstanding, and the reasonable expenses thereof shall be paid by the Company, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion of any such person.

(e) The recitals and statements in this Indenture and the Bonds (except for the Trustee's certificate of authentication endorsed on the Bonds) are statements by the Company alone, and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustee nor shall the Trustee be held responsible for the legality or validity hereof or of the Bonds, any of the instruments constituting part of the Trust Estate, any amendments or supplements to any of said instruments, or any instruments of further assurance. In executing this Indenture, the Trustee makes no covenant or representation as to the rights of the holders of the Bonds, or the title or interest of the Company in or to, or the condition of the Trust Estate or the sufficiency of the security for the Bonds afforded thereby.

(f) Whenever in administering the trust, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate or other instrument purporting to be signed by the President or a Vice President and the Treasurer or the Secretary of the Company and delivered to the Trustee, and such certificate or other instrument shall be a full warrant to the Trustee for any action taken, suffered or omitted by it on the faith thereof, but in its discretion the Trustee may