

make any expenditures unless indemnified to its satisfaction, or in case of such expenditures, unless furnished with the funds thereof.

(e) That it shall be entitled to the advice of counsel of its selection and indemnity or reimbursement for all attorney's fees incurred by reason of service of Trustee hereunder.

(f) That it shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or documents believed to be genuine and correct, and to have been signed or sent by the proper person or persons. The Trustee shall not be bound to recognize any person as a holder of any bond or to take any action at his request, unless such bond shall be deposited with the Trustee, or submitted to it for inspection.

(g) That it shall not be liable for any action taken by it in good faith and believed by it to be within the discretion or power conferred upon it by this Indenture or be responsible for the consequence of any oversight or error or judgment on its part, and the Trustee shall not be liable for the act or neglect of any person employed or selected by it with reasonable care, nor for any loss, unless occurring through its own willful default.

(h) That it may acquire, own and hold bonds, with the same rights which it would have if it were not Trustee.

(i) That it assume no responsibility for the application or misapplication by Issuer of the proceeds from the sale of the bonds.

Section 2. Compensation of Trustee. The Issuer agrees, from time to time, on demand to pay to the Trustee reasonable compensation for its services (which shall not be limited by any provision of law with regard to the compensation of the Trustee of an express trust) in accordance with the Schedule of Charges set forth as Exhibit "E" attached hereto and incorporated herein by this reference to reimburse the Trustee for all its expenditures, and to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder; and for such indemnification, reimbursement and expenses and compensation, a prior lien superior to the interests of the bondholders is hereby imposed by the Issuer in favor of the Trustee upon the trust estate, and the holders of each and every bond issued hereunder, by accepting such bond, thereby recognize and assent to such lien.

Section 3. Delegation. Trustee is expressly authorized to delegate any of its powers and duties hereunder, with respect to registration of bonds, escrow and disbursements of bond proceeds, and maintenance of the sinking fund, to any attorney duly admitted to practice before the highest court of any state who is not regularly employed by Issuer or the underwriter of the securities subject to this Indenture or to a corporation which is authorized to exercise corporate trust powers and which is subject to supervision or examination by an agency or authority of the United States or state and would be entitled to serve as Trustee hereunder pursuant to applicable law. Additionally, Trustee may delegate such other powers and duties as it deems necessary or desirable.