

(6) the Trustees shall not be liable for any error of judgment made in good faith by an officer of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(7) the Trustees shall not be deemed to have knowledge of any Default or Event of Default unless and until they shall have actual knowledge thereof or have received written advice thereof from the holders of at least 15% in principal amount of the Notes at the time outstanding; and

(8) whether or not an Event of Default shall have occurred, the Trustees shall not be under any obligation to take any action under this Indenture which may tend to involve them in any expense or liability, the payment of which within a reasonable time is not, in their reasonable opinion, assured to them by the security afforded to them by the terms of this Indenture, unless and until requested in writing so to do by one or more holders of Notes outstanding hereunder and furnished, from time to time as they may require, with reasonable security and indemnity; and

(9) whether or not an Event of Default shall have occurred, whenever it is provided in this Indenture or in the Lease that the Trustee consent to any act or omission by any person or that the Trustee exercise its discretion in any manner, the Trustee may (but need not) seek the written acquiescence of the holders of 66 $\frac{2}{3}$ % principal amount of each series of Notes then outstanding and, unless written evidence of such acquiescence has been received by the Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion.

SECTION 8.03. No Responsibility of Trustees for Recitals. The recitals and statements contained herein and in the Notes (except for the Trustee's certificate of authentication endorsed on the Notes) shall be taken as the recitals and statements of the Company, and the Trustees assume no responsibility for the correctness of the same.

The Trustees make no representation as to the validity or sufficiency of this Indenture, or of the Notes secured hereby, the security hereby or thereby afforded, the title of the Company to the Trust Estate or the descriptions thereof, or the filing or recording or registering of this Indenture or any other document.

The Trustees shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

SECTION 8.04. Compensation and Expenses of Trustees; Indemnification; Lien therefor. The Company covenants to pay to the Trustees such compensation for their services hereunder as shall be agreed to by the Company and the Trustee, or, in the absence of such agreement, reasonable compensation therefor (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and to pay, or reimburse, the Trustees for all reasonable expenses incurred hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustees may employ in connection with the exercise and performance of their powers and duties hereunder.

The Company will also indemnify and save the Trustees harmless against any liabilities, not arising from their own default or negligence or lack of power or right to act hereunder, which they may incur in the exercise and performance of their rights, powers, trusts, duties and obligations hereunder.

As security for such compensation, expenses, disbursements and indemnification, the Trustees shall have the benefit of the lien hereby created in priority to the indebtedness evidenced by the Notes issued hereunder.

