

trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby. Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section;

- (g) Subject to the provisions of the Lease and this Indenture, the Trustee shall not be under any obligation to give any consent, enter into any agreement, release any property or to take any other action which is discretionary with the Trustee under the provisions hereof except on written request of the holders of not less than any applicable specified percentage provided for in this Indenture or if no percentage is specified then 66 2/3% in principal amount of the Bonds outstanding hereunder;
- (h) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it;
- (i) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default; and
- (j) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the mortgaged property, including all books, papers and records of the Grantor pertaining to the mortgaged property and the Bonds, and to take such memoranda from and in regard thereto as may be desired subject to the provisions of Section 25.07 of the Lease.

Section 8.03. The Trustee makes no representation as to the validity or sufficiency of this Indenture, the Lease, or of the Bonds or coupons other than the written authentication of an Authorized Officer of the Trustee. The Trustee shall not be accountable for the use or application by the Grantor of any of the Bonds authenticated or delivered hereunder or of the proceeds of such Bonds unless deposited with the Trustee.

Section 8.04. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and coupons and otherwise deal with the Grantor in the manner and to the same extent and with like effect as though it were not Trustee hereunder.