

complete right, power and authority, at all times, to do all things, not inconsistent with the express provisions of this Indenture, which it may deem advisable, in order to enforce the provisions of this Indenture or to take any action with respect to an Event of Default, or to institute, appear in or defend any suit or other proceeding with respect thereto, or to protect the interests of the holders of the Bonds. The trustee shall not be answerable or accountable under any circumstances, except for its own bad faith, wilful misconduct or negligence, and the Company agrees to indemnify and save harmless the Trustee against and from any liability and damages which it may incur or sustain, in good faith and without negligence, in the exercise and performance of any of its powers and duties hereunder; nor shall the Trustee be accountable for the use of any proceeds from the sale of the Bonds. The Trustee shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Trust Estate or towards the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on its own motion or at the request of any other person which, in its opinion, shall be likely to involve expense or liability, unless one or more of the holders of the Bonds, from time to time, shall offer and furnish reasonable indemnity against liability and expense to the Trustee. The Trustee, or any successor to the Trustee hereafter appointed in its individual or any other capacity, may become the payee, holder or pledgee of Bonds, with the same rights which it would have if it were not the Trustee hereunder.

(b) The Trustee shall receive compensation at the rates agreed with the Company for all services rendered by it hereunder prior to an Event of Default in receiving and disbursing rents and other moneys payable pursuant to the Trust Estate, issuing checks and prepaying of the Bonds. The Trustee shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which it may render prior to an Event of Default and to be reimbursed for all proper disbursements incurred by it hereunder prior to an Event of Default; provided, however, that no commissions shall be paid for the collection of rents and other moneys pursuant to the terms hereof.

(c) The Trustee shall be entitled to reasonable compensation for its services and reimbursement for all proper disbursements incurred by it upon or after an Event of Default, or in instituting, appearing in or defending any suit or proceeding with respect thereto. For such compensation and