

(1) Notwithstanding anything elsewhere in this indenture contained, the Trustees shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash, whether from the Bond Reserve Fund, the Maintenance and Improvement Fund or otherwise, the release of any property, or any action whatsoever within the purview of this indenture, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, and by the Trustee deemed desirable for the purpose of establishing the right of the Company to the withdrawals of any cash, the release of any property, or the taking of any other action by the Trustees. The Trustee shall not be required to permit the withdrawal of any cash, release any property, or take any other action, if at the time there exists to the knowledge of the Trustee any default in respect of any of the covenants, agreements or provisions of this indenture, but the Trustees shall in no event be responsible or liable for any of the acts, receipts, neglects or defaults of any depositary of the Revenue Fund.

SECTION 9.02. The Trustees shall have a first lien hereunder upon the mortgaged property and any and all proceeds and revenues thereof for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustees hereunder and the cost and expense of defending against any liability in the premises of any character whatsoever.

SECTION 9.03. The Trustee may at any time resign from the trust hereby created by giving ninety (90) days' written notice to the Company, and such resignation shall take effect at the end of said ninety (90) days, or upon the earlier appointment of a successor Trustee by the bondholders or by the Company.

SECTION 9.04. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Trustee and to the Company, and signed by the holders of a majority in aggregate principal amount of the bonds hereby secured and then outstanding, provided that all expenses and charges of the Trustee shall have been paid prior thereto.