

which the parties hereto and the holders from time to time of the Bonds agree:

(a) The Trustees shall be entitled to reasonable compensation for all services rendered by them hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation of their counsel, and all other reasonable expenses or advances incurred or made by the Trustees or either of them hereunder, and all taxes which may have been assessed against the Trustees or either of them as such or against any funds on deposit with the Trustee hereunder which the Trustees or either of them may be required or permitted by law to deduct from such deposit and to pay, the Company agrees to pay promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. In default of such payment by the Company, the Trustees shall have a lien therefor on the property subject to the lien of this Indenture and the proceeds thereof prior to the lien of the Bonds and coupons and a lien therefor on any moneys held by the Trustees or either of them hereunder prior to any rights in such moneys of the holders of the Bonds and of the coupons. The Company also agrees to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of this trust, as well as the costs and expenses of defending against any claim of liability in the premises.

(b) The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through their agents or attorneys.

(c) The Trustees shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Bonds (except the Trustee's certificate of authentication thereon) or in the coupons contained, all of which are made by the Company solely; and the Trustees shall not be responsible or accountable in any manner whatsoever for or with respect to the validity, execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bonds or coupons, or for the value of the property subject to the lien of this Indenture or any part thereof, or for the title of the Company thereto, or for the security afforded thereby and hereby, or for the validity of any securities