

(I) THE COMPANY SHALL PAY TO EACH TRUSTEE, FROM TIME TO TIME ON DEMAND, A REASONABLE COMPENSATION FOR ALL SERVICES RENDERED BY SUCH TRUSTEE HEREUNDER (WHICH SHALL NOT BE LIMITED TO THE COMPENSATION OF TRUSTEES OF ANY EXPRESS TRUST AS PROVIDED BY LAW) AND ALSO ALL REASONABLE EXPENSES, CHARGES, COUNSEL FEES AND OTHER DISBURSEMENTS AND THOSE OF THEIR AGENTS, ATTORNEYS AND EMPLOYEES INCURRED IN THE ADMINISTRATION AND EXECUTION OF THE TRUSTS HEREBY CREATED, AND THE COMPANY AGREES TO INDEMNIFY AND SAVE THE TRUSTEES AND EACH OF THEM HARMLESS AGAINST ANY LIABILITY OR DAMAGES WHICH THEY OR EITHER OF THEM MAY INCUR OR SUSTAIN IN THE EXERCISE AND PERFORMANCE OF ANY OF THEIR POWERS AND DUTIES HEREUNDER. THE TRUSTEES SHALL HAVE A LIEN FOR SUCH COMPENSATION, EXPENSES AND INDEMNITY ON THE MORTGAGED PROPERTY AND THE PROCEEDS THEREOF PRIOR TO THE LIEN OF THE BONDS AND COUPONS. FOR ANY ACT IN WHICH THE CORPORATE TRUSTEE SHALL PARTICIPATE, THE INDIVIDUAL TRUSTEE SHALL NOT BE ENTITLED TO COMPENSATION.

(J) THE TRUSTEES SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBT CONTRACTED OR FOR ANY EXPENDITURE MADE BY THEM OR EITHER OF THEM IN OPERATING THE BUSINESS OF THE COMPANY OR FOR ANY DAMAGE TO PERSONS OR PROPERTY OR FOR ANY SALARY OR NON-FULFILLMENT OF ANY CONTRACT DURING ANY PERIOD IN WHICH THE TRUSTEES OR EITHER OF THEM SHALL MANAGE THE PROPERTY OF THE COMPANY OR ANY PART THEREOF, UPON ENTRY AS HEREIN PROVIDED, AND THE TRUST ESTATE IS HEREBY CHARGED WITH A PARAMOUNT LIEN IN FAVOR OF THE TRUSTEES AND EACH OF THEM AS SECURITY AND INDEMNIFICATION AGAINST ANY SUCH LIABILITY.

(K) THE TRUSTEES SHALL BE UNDER NO DUTY OR OBLIGATION TO PERFORM ANY ACT HEREUNDER OR TO APPEAR IN, INSTITUTE OR DEFEND ANY SUIT IN RESPECT HEREOF, OR OF THE MORTGAGED PROPERTY, UNLESS REQUESTED SO TO DO BY THE HOLDERS OF AT LEAST 25% IN AMOUNT OF THE BONDS THEN OUTSTANDING AND UNLESS ALSO ONE OR MORE OF THE HOLDERS OF THE BONDS SHALL, AS OFTEN AS REQUIRED BY THE TRUSTEES OR EITHER OF THEM, FURNISH THEM WITH INDEMNITY SATISFACTORY TO THE CORPORATE TRUSTEE AGAINST ALL EXPENSE AND LIABILITY. THE TRUSTEES SHALL NOT BE REQUIRED TO ASCERTAIN OR INQUIRE AS TO THE PERFORMANCE OF ANY OF THE COVENANTS OR AGREEMENTS HEREIN CONTAINED ON THE PART OF THE COMPANY. NEITHER OF THE TRUSTEES SHALL BE REQUIRED TO TAKE NOTICE, OR BE DEEMED TO HAVE KNOWLEDGE, OF ANY DEFAULT HEREUNDER, AND THEY AND EACH OF THEM MAY FOR ALL PURPOSES CONCLUSIVELY ASSUME THAT THERE HAS BEEN NO DEFAULT UNDER THIS INDENTURE UNLESS AND UNTIL NOTIFIED IN WRITING OF SUCH DEFAULT BY THE HOLDERS OF AT LEAST 10% IN AMOUNT OF THE BONDS THEN OUTSTANDING.

(L) THE TRUSTEES AND EACH OF THEM SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, RESOLUTION, REQUEST, CONSENT, ORDER, CERTIFICATE, REPORT, OPINION, STATEMENT, BOND, OBLIGATION, APPRAISAL OR OTHER PAPER OR DOCUMENT BELIEVED BY THEM TO BE GENUINE AND TO HAVE BEEN SIGNED BY THE PROPER PARTY OR PARTIES OR BY A PERSON OR PERSONS AUTHORIZED TO ACT ON HIS OR THEIR BEHALF. THE TRUSTEES OR EITHER OF THEM MAY RECEIVE A CERTIFICATE SIGNED BY THE SECRETARY OR AN ASSISTANT SECRETARY OF THE COMPANY, UNDER THE CORPORATE SEAL, AS SUFFICIENT EVIDENCE THAT ANY RESOLUTION HAS BEEN DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE COMPANY AND/OR THAT THE SAME IS STILL IN FULL FORCE AND EFFECT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS INDENTURE, A CERTIFICATE OF THE COMPANY, AS TO THE EXISTANCE OR NON-EXISTANCE OF ANY FACT PERTINENT TO THE RIGHT OF THE TRUSTEES OR EITHER OF THEM TO TAKE OR REFRAIN FROM TAKING ANY ACTION UNDER THIS INDENTURE, MAY BE ACCEPTED BY THE TRUSTEES OR EITHER OF THEM AS CONCLUSIVE EVIDENCE OF THE FACTS THEREIN STATED, AND SHALL