

counsel to the Company, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them, it or him hereunder in good faith and in accordance with the opinion of such counsel.

The Trustees or either of them shall not be under any responsibility for the selection, appointment or approval of any expert for any of the purposes expressed in this Indenture, except that nothing in this Section contained shall relieve the Trustees or either of them of their, its or his obligation to exercise reasonable care with respect to such selection, appointment or approval of independent experts who may furnish opinions or certificates to the Trustees or either of them pursuant to any provision of this Indenture.

Nothing contained in this Section shall be deemed to modify the obligation of the Trustees or either of them to exercise during the continuance of a Default, as defined in Section 65 hereof, the rights and powers vested in them, it or him by this Indenture with the degree of care and skill specified in Section 88 hereof.

Section 95. Subject to the provisions of Section 119 hereof, all moneys received by the Trustees or either of them whether as Trustee or paying agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds except to the extent required by law. The Corporate Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

None of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk their, its or his own funds or otherwise incur personal financial liability in the performance of any of their, its or his duties or in the exercise of any of their, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to them, it or him.

Section 96. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to, reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustees, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company will reimburse the Trustees for all appropriate advances made by the Trustees or either of them and will pay to the Trustees from time to time their expenses and disbursements (including the reasonable compensation and the expenses and disbursements of all persons not regularly in their employ and, to the extent permitted by law, of their counsel) incurred without negligence or bad faith. The Company also covenants to indemnify the Trustees and each of them for, and to hold them and each of them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees or such Trustee, arising out of or in connection with the acceptance or administration of this trust, including the cost and expenses of defending against any claim of liability in the premises. For the performance of the obligations of the Company under this Section, the Trustees and each of them shall have (in addition to any other right under this Indenture) a lien prior to the bonds on the Mortgaged and Pledged Property, including all property and funds held or collected by the Trustees.

If, and to the extent that the Trustees or either of them and their, its or his counsel and other persons not regularly in their, its or his employ do not receive compensation for services rendered, reimbursement of their, its or his advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any reorganization, bankruptcy, receivership, liquidation or other proceeding or by any plan of