

per centum of the aggregate principal amount of Bonds outstanding hereunder, and shall have been provided with adequate funds for the purpose of such payment.

Section 8.13. Trustee to Retain Financial Records of Borrower: The Trustee shall retain all financial statements furnished by the Borrower in accordance with this Indenture so long as any of the Bonds shall be outstanding.

Section 8.14. Compensation of Trustee: The Trustee shall have a first lien, with right of payment prior to payment on account of interest or principal of any Bond issued hereunder, for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee). The Borrower hereby covenants and agrees to pay all advances, counsel fees and other expenses reasonably made or incurred by the Trustee in and about the execution of the trust hereby created and to reimburse the Trustee therefor if such expenses are paid by it. The Borrower agrees to pay the Trustee reasonable compensation for its services in the premises. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of trustees of an express trust.

Section 8.15. Trustee may Hold Bonds: The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and coupons and otherwise deal with the Borrower in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 8.16. Appointment of Trustee: There shall at all times be a trustee hereunder which shall be a corporation