

(8) The TRUSTEE shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The TRUSTEE may consult with counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel and such action so taken or suffered shall be conclusive and binding upon the CORPORATION and on all holders of Notes issued under this Indenture. The TRUSTEE shall not be under any responsibility for the selection, appointment or approval of any engineer or counsel for any of the purposes expressed in this Indenture. The TRUSTEE may execute any of the trusts or powers hereof and perform any duty hereunder, either itself or by or through its attorneys, agents or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents, or employees, if reasonable care has been exercised in the appointment and retention thereof, nor shall the TRUSTEE be otherwise answerable or accountable under any circumstances whatsoever, except for its own gross negligence or bad faith.

(9) The TRUSTEE shall have a lien on the property conveyed and the proceeds thereof, prior and superior to that of the Note or Notes secured hereby, for its reasonable