

ARTICLE VIII.

CONCERNING THE TRUSTEES.

SECTION 8.01. (a) The Trustees accept the trust hereby created and agree to perform the duties herein required of them to the best of their ability to the end that the interests of the holders of the Notes may be adequately and effectively protected. The Trustees shall have the full and complete right, power and authority, at any and all times and from time to time, to do any and all things, not inconsistent with the express provisions of this Indenture, which they may deem advisable in order to enforce the provisions of this Indenture, or to take any action with respect to an event of default, or to institute, appear in or defend any suit or other proceeding with respect thereto, or to protect the interests of the holders of the Notes. The Trustees shall not be answerable or accountable under any circumstances, except for their own bad faith, wilful misconduct or negligence. The Trustees shall be under no obligation to take any action towards the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on their own motion or on the request of any other person, which, in their opinion, shall be likely to involve expense or liability, unless one or more of the holders of the Notes, from time to time, shall offer and furnish reasonable indemnity against liability and expense to the Trustees. The Trustee or any successor to the Trustee hereafter appointed, in its individual or any other capacity, may become the payee or pledgee of Notes, with the same rights which it would have if it were not the Trustee hereunder.

(b) The Trustees shall receive compensation at the rates heretofore agreed with the Company for all services rendered by them under this Indenture prior to an event of default in collecting and disbursing basic rents and other moneys payable pursuant to the Assigned Leases, issuing checks for the interest payments and the Instalment Payments on the Notes and prepaying Notes. The Trustees shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which they may render under this Indenture prior to an event of default and to be reimbursed for all proper disbursements incurred by them under this Indenture prior to an event of default, provided that no commissions shall be paid for the collection of rents and other moneys under the Assigned Leases or for disbursing such rents and other moneys pursuant to the terms hereof.

(c) The Trustees shall be entitled to reasonable compensation for their services and reimbursement for all proper disbursements of every sort and nature incurred by them in taking any action upon the happening of an event of default, or in instituting, appearing in or in defending any suit or proceeding with respect thereto.

(d) The Trustees shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by them to be genuine. In the administration of the trusts of this Indenture, the Trustees may consult