

with legal counsel, who may be counsel to the Company, appraisers, engineers, architects, accountants and other skilled persons to be selected and employed by them and the reasonable expenses therefor shall be paid by the Company, and the Trustees shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the opinion of any such counsel, appraisers, engineers, architects, accountants or other skilled persons.

(e) The recitals and statements in this Indenture and in the Notes contained (except the Trustee's certificate of authentication) shall be taken as statements by the Company alone, and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustees, nor shall the Trustees be held responsible for the legality or validity of this Indenture or of the Notes or of the Assigned Leases or of the separate instruments of assignment thereof or of any supplemental Indenture or any instrument of further assurance. In executing this Indenture the Trustees make no covenant or representation respecting the rights of the holders of any of the Notes, or the title or interest of the Company in or to the Trust Estate or the condition of the Trust Estate, or the sufficiency of the security for the Notes afforded by the Trust Estate.

(f) Whenever in the administration of the trusts of this Indenture the Trustees shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the President or a Vice President and the Treasurer or the Secretary of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustees or any other person for any action taken, suffered or omitted by them or him on the faith thereof, but in its discretion the Trustee or such other person may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(g) The Trustees shall not be responsible to see to the recording, filing, rerecording or refiling of this Indenture in any jurisdiction or for the payment of any fees, charges or taxes in connection therewith.

SECTION 8.02 The Individual Trustee shall act as and be such upon the following terms and conditions:

(a) Subject to the provisions of Section 8.06, all rights, powers, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed solely upon and solely exercised and performed by the Trustee except as expressly provided otherwise in this Indenture and except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.