

(g) The Trustees may consult with counsel (who may be counsel for the Company) and the opinion of such counsel and any Opinion of Counsel delivered to the Trustees, or either of them, in accordance with this Indenture shall be full and complete authority and protection in respect of any action taken, suffered or omitted by them, or either of them, hereunder in good faith, in accordance with any such opinion. The Trustees shall not be liable with respect to any action taken, suffered or omitted by them in good faith in accordance with the direction of the holders of a majority in principal amount of the Bonds outstanding.

(h) Any notice, resolution, request, certificate, statement, appraisal, opinion, report, order or other paper which in accordance with any provision of this Indenture is required or permitted to be delivered to the Trustees, or either of them, may be accepted without further inquiry if believed by them, or either of them, to be genuine and to have been signed, sent or presented by the proper party or parties and the Trustees shall not be liable for any action taken, suffered or omitted in good faith and in reliance thereon. The Trustees shall be under no duty to make any further investigation into the matters covered by any such notice, resolution, request, certificate, statement, appraisal, opinion, report, order or other paper before granting any application for the authentication or delivery of Bonds or for the payment of any Deposited Cash or for the execution of any release or consent or any other application to the Trustees, or either of them, or before taking, suffering or omitting to take any other action, hereunder, *provided, however*, that the Trustees may make any such independent inquiry or investigation as they may see fit.

(i) The Company covenants and agrees to pay to the Trustees from time to time, on demand of the Corporate Trustee, reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of trustees of an express trust) for all services rendered by them hereunder and also their reasonable expenses and counsel fees and other advances and disbursements, and those of their attorneys, agents and employees, incurred in the administration and execution of the trusts hereby created and the exercise of their powers and the performance of their duties hereunder. The Company also covenants to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negli-