

Trustee may in lieu thereof accept other evidence of such matter or may require such further or additional evidence as it may deem reasonable;

- (e) The recitals herein and in the Bonds (except the Trustee's certificate of authentication thereon) shall be taken as the statements of the Grantor and shall not be considered as made by, or imposing any obligation or liability upon, the Trustee. The Trustee makes no representation as to the value or condition of the trust estate or any part thereof, or as to the title of the Grantor, or as to the security afforded thereby or hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder, and the Trustee shall incur no liability or responsibility in respect of any of such matters;
- (f) The Trustee shall not be personally liable in case of entry by it, upon the trust estate, for debts contracted or liability or damages incurred in the management or operation of the trust estate. The Trustee shall not in any event be required to take, defend or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby. Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section;
- (g) Subject to the provisions of the Lease and this Indenture, the Trustee shall not be under any obligation to give any consent, enter into any agreement, release any property or to take any other action which is discretionary with the Trustee under the provisions hereof except on written request of the holders of not less than any applicable specified percentage provided for in this Indenture or if no percentage is specified then 66 2/3% in principal amount of the Bonds outstanding hereunder;
- (h) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it;
- (i) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default; and