

(b) The Trustees shall receive compensation at the rates agreed with the Company for all services rendered by them hereunder prior to an Event of Default in receiving and disbursing rents and other moneys payable pursuant to the Lease, issuing checks and prepayment of the Notes. The Trustees shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which they may render prior to an Event of Default and to be reimbursed for all proper disbursements incurred by them hereunder prior to an Event of Default, provided, that no commissions shall be paid for the collection of 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 incurred by them upon or after an Event of Default, or in instituting, appearing in or defending any suit or proceeding with respect thereto. For such compensation and disbursements and the compensation and disbursements referred to in Section 8.1(b) and the indemnity referred to in Section 8.1(a), the Trustees shall be secured hereunder prior to the Notes.

(d) The Trustees shall incur no liability in acting upon any signature, notice, request, consent, instrument, certificate, opinion or other instrument believed by them to be genuine. In administering the trusts, the Trustees may execute any of the trusts or powers hereof directly or through their agents or attorneys and may, at the Company's expense, advise with counsel (who may be counsel to the Company), accountants and other skilled persons to be selected and employed by them, and the reasonable expenses thereof 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 person.

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