

5.06 Company covenants and agrees to pay to Trustee from 1336 714
time to time, and Trustee shall be entitled to, reasonable
compensation for all services rendered by it in the execution
of the trusts hereby created and in the exercise and performance
of any of the powers and duties hereunder of Trustee, which
compensation shall not be limited by any provision of law in
regard to the compensation of a trustee of an express trust, and
Company will, on demand reimburse Trustee for all advances made
by Trustee in accordance with any of the provisions of this
Indenture, including interest thereon at the rate of 8% per annum,
and will pay to Trustee from time to time its expenses and
disbursements (including the reasonable compensation and the
expenses and disbursements of its counsel and of all persons not
regularly in its employ). Company also covenants to indemnify
Trustee for, and to hold it harmless against, any loss, liability
or expenses incurred without negligence or bad faith on the part
of Trustee, arising out of or in connection with the acceptance or
administration of this trust, including the costs and expenses
of defending against any claim or liability in the premises.
Trustee shall have security interest prior to the rights of the
Bondholders upon all moneys and property then belonging to Company
or held by Trustee and upon any moneys held by or paid to it
hereunder for reasonable compensation, expenses, advances, and
counsel fees incurred in and about the execution of the trust
hereby created.

5.07 All moneys received by the Trustee shall, until used
or applied as herein provided, be held in trust by Trustee for
the purposes for which it was paid, but need not be segregated
from other funds except to the extent required by law. Trustee
shall not be liable for interest on any money required by it
hereunder.