

Section 2. Compensation of Trustee. The Issuer agrees, from time to time, on demand to pay to the Trustee reasonable compensation for its services (which shall not be limited by any provision of law with regard to the compensation of the Trustee of an express trust) in accordance with the Schedule of Charges set forth as Exhibit "E" attached hereto and incorporated herein by this reference, to reimburse the Trustee for all its expenditures, and to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder; and for such indemnification, reimbursement and expenses and compensation, a prior lien is hereby imposed by the Issuer in favor of the Trustee upon the trust estate, and the holders of each and every bond issued hereunder, by accepting such bond, thereby recognize and assent to such lien.

Section 3. Delegation. Trustee is expressly authorized to delegate any of its powers and duties hereunder, with respect to registration of bonds, escrow and disbursements of bond proceeds, and maintenance of the sinking fund, to any attorney duly admitted to practice before the highest court of any state who is not regularly employed by Issuer or the underwriter of the securities subject to this Indenture or to a corporation which is authorized to exercise corporate trust powers and which is subject to supervision or examination by an agency or authority of the United States or state and would be entitled to serve as Trustee hereunder pursuant to applicable law. Additionally, Trustee may delegate such other powers and duties as it deems necessary or desirable.

#### ARTICLE XI.

##### MODIFICATION AND SUBORDINATION OF TRUST INDENTURE

Section 1. Modification. This Indenture may be changed or modified or any of the provisions hereof may be added to or eliminated upon the written assent of the Issuer, the Trustee and the holders of fifty (50%) percent or more of the principal amount of the bonds secured hereby and then outstanding, acting in person or through their legal representatives, respectively. Whenever the written assent of bondholders representing fifty (50%) percent or more of the principal amount of the bonds secured hereby and then outstanding shall have been filed with the Trustee, the Trustee and the Issuer shall proceed to execute and deliver such instrument or instruments as may be essential or desirable to accomplish the desired change, modification, addition or elimination to this Trust Indenture. Such instrument or instruments shall be filed and/or recorded in the same public office or offices in which the original Trust Indenture is filed and/or recorded.

Section 2. Subordination. When it shall appear in the sole discretion of the Trustee that for the protection of the interest of the bondholders it is desirable to subordinate the lien of this instrument, the Trustee may execute and deliver any such subordination upon written assent of the holders of twenty-five percent or more of the principal amount of the bonds secured hereby and then outstanding, acting in person or through their legal representatives, respectively.