

SECTION 4.4. Expenses. The Corporation will pay:

(a) all reasonable fees and expenses, including counsel fees, of the Trustee, any Registrar and any Paying Agent; and

(b) all expenses of the Issuer incurred at the request or with the consent of the Corporation or as required by law in connection with the financing of the Project.

SECTION 4.5. Indemnification. The Corporation will indemnify the Trustee against all liabilities, claims, costs and expenses imposed upon or asserted against the Trustee on account of any actions taken or omitted by the Trustee arising out of this Agreement, the Indenture or the Bonds at the request of or with the consent of the Corporation.

The Corporation will indemnify the Issuer against all liabilities, claims, costs and expenses imposed upon or asserted against the Issuer on account of any failure on the part of the Corporation to perform or comply with any of the provisions of this Agreement.

If any proceeding is brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, it shall notify the Corporation promptly after it learns of such proceeding. Upon receipt of such notice, the Corporation shall have the obligation and the right to assume and control the defense of the proceeding. An indemnified party may employ separate counsel and participate in the defense at its own expense. The Corporation shall not be liable for any settlement without its consent.

SECTION 4.6. Past Due Payments. In the event the Corporation shall fail to pay amounts required to be paid under Section 4.1, any such amounts attributable to principal on the Bonds shall continue to bear interest from the maturity date or redemption date on the Bonds to which such defaulted amounts relate at the rate of interest on such Bonds.

#### ARTICLE V

#### FURTHER AGREEMENTS

SECTION 5.1. Successor to Issuer. The Issuer will do all things in its power to maintain its corporate existence or assure the assumption of its obligations hereunder and

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