

(d) That it shall be entitled to have and receive reasonable compensation for all its services performed hereunder; that it shall not be required to take any action or to make any expenditures unless indemnified to its satisfaction, or in case of such expenditures, unless furnished with the funds thereof.

(e) That it shall be entitled to the advice of counsel of its selection and indemnity or reimbursement for all attorney's fees incurred by reason of service hereunder.

(f) That it shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct, and to have been signed or sent by the proper person or persons. The Trustee shall not be bound to recognize any person as a holder of any bond or to take any action at his request unless such bond shall be deposited with the Trustee or submitted for inspection.

(g) That it shall not be liable for any action taken by it in good faith and believed by it to be within the discretion or power conferred by this Indenture or be responsible for the consequence of any oversight or error of judgment when acting in good faith. The Trustee shall not be liable for the act or neglect of any person employed or selected by it with reasonable care, nor for any loss, unless occurring through its own willful default.

(h) That it may acquire, own and hold bonds with the same rights which it would have if it were not Trustee.

(i) That it assumes no responsibility for the application or misapplication by Issuer of the proceeds from the sale of the bonds.

Section 3. Compensation of Trustee. Issuer agrees from time to time on demand, to pay to the Trustee reasonable compensation for its services, to reimburse the Trustee for all its reasonable 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. To satisfy such indemnification, reimbursement of expenses and compensation, a prior lien superior to the interests of the bondholders is hereby imposed upon the trust estate, in favor of the Trustee. The owners of each and every bond issued hereunder, by accepting such bond, thereby recognizes and assents to such lien.

Section 4. Resignation or Removal of Trustee. Trustee may resign at any time by giving written notice thereof to the Issuer and bondholders not less than thirty (30) days prior to the effective date of such resignation. If the Trustee resigns, dies or becomes unable to so act, a Successor Trustee will be appointed by an instrument in writing signed by the governing body of the Issuer and shall succeed to all rights and powers of the original Trustee named herein. In the event the governing body does not appoint a Successor Trustee or cannot agree on the appointment of a Successor Trustee, then any member of the governing body may make application to any court of competent jurisdiction in the political subdivision and state in which the Premises are located to appoint a Successor Trustee.

The Trustee may be removed at any time by act of the holders of a majority in principal amount of the bonds secured hereby that are then outstanding. The holders of a majority in principal amount of the bonds secured hereby that are then outstanding may select a Successor Trustee; if they fail to do so within thirty (30) days of written notice of the removal or resignation of the Trustee, the Issuer if not in default hereunder shall appoint a Successor and immediately give written notice thereof to all bondholders. In the event that Issuer fails, refuses or is disqualified to appoint a Successor Trustee, any bondholder may apply to the proper court in the political subdivision and state where Issuer is located for the naming of a Successor Trustee. Any Successor Trustee appointed in such manner shall immediately without further act or conveyance, succeed to and become vested with all the estates, trusts, assets, rights, powers and duties of the Trustee in whose place it shall have been appointed.

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