

(1) the Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, order, appraisal, report, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) the Trustee may consult with counsel, who may be of counsel to the Company, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel; and

(3) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or power conferred upon it by this Indenture.

Section 13.07. The Trustee shall not be under any responsibility for the selection, appointment or approval of any engineer, accountant or other expert for any of the purposes expressed in this Indenture, except that nothing in this Section contained shall relieve the Trustee of its obligation to exercise reasonable care with respect to the selection, appointment or approval of independent experts who may furnish opinions or certificates to the Trustee pursuant to any provision of this Indenture.

Section 13.08. The Trustee or any paying agent may buy, sell or deal in the bonds and coupons, and other securities of the Company, or any obligor upon the bonds, and may engage or be interested in any financial or other transaction with the Company, or any obligor on the bonds, as freely as if it were not the Trustee or a paying agent hereunder.

Section 13.09. Subject to the provisions of Sections 16.02 and 16.03, all moneys received by the Trustee, whether as Trustee or paying agent, shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated

from other funds except to the extent required by law. The Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

Section 13.10. The Company covenants and agrees to pay to the Trustee from time to time, and the 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 the 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 the Company will reimburse the Trustee for all appropriate advances made by the Trustee with interest thereon at the rate of 4% per annum, and will pay to the 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, incurred without negligence or bad faith. The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the 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 of liability in the premises. For the performance of the obligations of the Company under this Section, the Trustee shall have (in addition to any other rights under this Indenture) a lien prior to the bonds on the trust estate, including all property or funds held or collected by the Trustee.

Section 13.11. If, and to the extent that, the Trustee and its counsel and other persons not regularly in its employ do not receive compensation for services rendered, reimbursement of their advances, expenses and disbursements, or indemnity, as herein provided, as the