

Trustee, in its individual or any other capacity, may become the payee, holder or pledgee of Notes, with the same rights which it would have, if it were not the Trustee hereunder.

(b) The Trustees shall receive compensation, at the rates heretofore agreed upon with the Company, for all services rendered by them hereunder, prior to an Event of Default, in (i) receiving and disbursing rents and other moneys payable pursuant to the Leases and (ii) issuing checks and paying and prepaying the Notes. The Trustees shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which they may render prior to an Event of Default and to be reimbursed for all proper disbursements incurred by them hereunder prior to an Event of Default, provided, that no commissions shall be paid for the collection of rents and other moneys pursuant to the terms hereof or of the Leases.

(c) The Trustees shall be entitled to reasonable compensation for their services and reimbursement for all proper disbursements incurred by them upon or after an Event of Default, and in instituting, appearing in or defending any suit or proceeding with respect thereto. For such compensation and disbursements and the compensation and disbursements referred to in Section 9.1(b) and the indemnity referred to in Section 9.1(a), the Trustees shall be secured hereunder prior to the lien created by this Indenture in favor of the holders of the Notes.

(d) The Trustees shall incur no liability in acting upon any signature, notice, request, consent, instrument, certificate, opinion or other instrument reasonably believed by them to be genuine. In administering the trusts, the Trustees may execute any of the trusts or powers hereof directly or through their agents or attorneys and may, at the Company's expense, advise with counsel (who may be counsel to the Company or the