- (g) (i) in case of entry by it upon the Trust Estate the Trustee shall not be personally liable for debts contracted or liability or damages incurred in the management or operation of the Trust Estate; (ii) the Trustee shall not in any event be required to take, defend, or appear in any legal action or proceeding under the Indenture or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby; and (iii) every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this subsection (g);
- (h) subject to the provisions of the Lease and the Indenture, the Trustee shall not be under any obligation to give any consent, enter into any agreement, release any property or to take any other action which is discretionary with the Trustee under the provisions hereof except on written request of the holders of not less than any applicable specified percentage provided for in the Indenture or if no percentage is specified then sixty-six and two-thirds per cent (66-2/3%) in principal amount of the Bonds Outstanding hereunder;
- (i) none of the provisions contained in the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it;
- (j) at any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the mortgaged property and all books, papers and records of the County pertaining thereto and to the Bonds, and to take such memoranda from and in regard to such books and accounts as may be desired; and
- (k) the permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its willful default.

Charges. In case any tax, assessment or other governmental charge upon any part of the Trust Estate is not paid as required herein, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee