

acts or omissions of such officers or directors, under or by reason of any obligations, covenants or agreements contained in this Indenture or in any of the bonds or coupons, or implied therefrom; and that any and all personal liability of every name and nature, either at common law or in equity, or by statute or constitution, of every such Incorporator, Stockholder, Officer or Director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this Indenture and such bonds and coupons.

#### ARTICLE EIGHTH

Sec. 1. Any request or other instrument required by this Indenture to be signed and executed by bondholders, may be signed and executed in any number of concurrent instruments of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of such request or other instrument, or of a writing appointing such agent, and of the holding by any person of bonds transferable by delivery shall be sufficient for any purpose of this Indenture, if made in the manner provided in this Article.

Sec. 2. The fact and date of the execution by any person of any such request, or other instrument, or writing, may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the State of New York, that the person signing such request or other instrument, acknowledged to him the execution thereof, or by an affidavit of a witness of such execution.

Sec. 3. The amount of bonds transferable by delivery, held by any person executing any such request or other instrument as a bondholder, and the amounts and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers, or other depository wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned, such person had on deposit with such depository, or exhibited to it, the bonds therein described. The ownership of registered bonds shall be proved by the registers of such bonds provided for in Section 3 of Article Second hereof. Such proof shall be conclusive in favor of the Trustee with regard to any action by it taken under such request or other instrument.

Sec. 4. The bearer of any bond which, at the time, shall not be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bonds, whether the same shall be registered or not, may be deemed and treated by the Company and the Trustee as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and no notice to the contrary shall effect the Company or the Trustee.

#### ARTICLE NINTH.

Sec. 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for anything whatever, in connection with trust, except wilful misconduct or gross negligence. The Trustee shall not be personally liable for any debts contracted by it, or for damages to persons or property carried or injured, for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the trust property or premises upon entry or otherwise, as aforesaid. The Trustee shall not be under any obligation to insure against loss by fire, any property hereby mortgaged or hereafter conveyed or transferred subject hereto, or to take any action toward the execution and enforcement of the Trusts hereby created, until requested so to do in writing by holders of at least twenty-five per centum in amount of the bonds issued hereunder and then outstanding, and if, in its opinion, such action shall be likely to involve it in expense or liability, unless and until such holders of the bonds shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability. The Trustee may, for all the purposes of this Indenture assume, until it shall receive notice to the contrary, that there has been no default under this Indenture; nor shall the Trustee be required to take notice of any default hereunder, unless notified in writing of such default by the holders of at least twenty-five per centum in amount of the bonds then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five per centum in amount of the bonds then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default, or to take action without such request. The Trustee shall not be responsible for the recording of this Indenture and shall not be required to file or refile the same as a chattel mortgage, or to see that the notice of the lien and provisions hereof is given to any prior lien or other person; all which matters the Company covenants and agrees to see to and perform. The Trustee may advise with legal counsel, and the opinion of counsel shall be a full protection and justification to the Trustee for anything suffered or done by it in good faith and in accordance with such action. All matters recited herein and in the bonds (save only the Trustee's certificates upon said bonds) shall be deemed to be the statements of the Company and not of the Trustee.

The Trustee shall be entitled to the protection of the lien of this Indenture for its compensation, counsel fees, and all expenses and disbursements, as well as indemnifications against any liability or damage sustained or incurred by it in the premises, and shall be paid the total amount thereof before any payment out of the trust estate or on account of the bonds or coupons secured hereby.