

execution of the powers and trusts of this Indenture and to any action, or cause of action, for foreclosure or relief of the character referred to in paragraphs (e) and (f) of Section 2 of this Article, including the appointment of a receiver or trustee, or for any other remedy hereunder; it being understood and intended that no one or more holders of Bonds and coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding Bonds and coupons.

All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or coupons hereby secured or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name; and any recovery of judgment shall be for the ratable benefit of the holders of said Bonds and coupons and any other obligations hereby secured.

SECTION 19. Except as herein expressly provided to the contrary no remedy herein conferred upon, or reserved to the Trustee, or to the holders of Bonds or coupons hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

SECTION 20. No delay or omission of the Trustee or of any holder of Bonds or coupons hereby secured, to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee or to the bondholders, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders severally and respectively.

SECTION 21. For the purposes of this Article, any Bonds which have been authenticated by the Trustee but never disposed of by the Company, or which, although disposed of by the Company, have been returned to or reacquired by it and are held in its treasury, shall not be deemed to be outstanding or entitled to the security or benefits hereof.

ARTICLE NINE.

Immunity of Stockholders, Officers and Directors.

No recourse under or upon any obligations, covenant or agreement contained in this Indenture or in any indenture supplemental hereto or in any Bond or because of the creation of any indebtedness secured by this Indenture shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation either directly or through the Company or any other person, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that any and all such personal liability and any and all such rights and claims against each and every incorporator,

stockholder, officer or director of the Company, past, present or future, arising under or by reason of the Bonds or this Indenture, whether arising at common law or in equity or created by statute or constitution, are hereby expressly waived and released as a condition of, and as a part of the consideration for, the execution of this Indenture and the issue of the Bonds.

ARTICLE TEN.

Proof of Bondholders' Acts, Holdings and Authority.

Any demand, request or other instrument required by this Indenture to be signed and executed by bondholders may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholder in person or by agent appointed in writing. Proof of the execution of any such demand, request or other instrument, or of a writing appointing any such agent, and of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture, and may be received as conclusive by the Trustee if made in accordance with the provisions of this Article.

The fact and date of the execution of any such demand, 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 that the person executing such document had acknowledged the act to such officer, or by an affidavit of a witness to such execution.

The fact of the holding by any person of Bonds or coupons transferable by delivery, and the amounts and distinctive numbers of such Bonds and coupons, and the date of such holding (which holding the Trustee may deem to continue until the Trustee shall have received notice in writing to the contrary), may be proved by a certificate executed by any trust company, bank, banker or other depositary satisfactory to the Trustee, setting forth that on the date therein mentioned such person had on deposit with or exhibited to such depositary the Bonds described in such certificate; or such facts may be proved by the certificate or affidavit of such person, if such proof shall be satisfactory to the Trustee.

The fact and date and execution of any demand, request or other instrument, and the amount and numbers of Bonds held by the person by or for whom such request or other instrument is executed may also be proved in any other manner which the Trustee may deem sufficient.

The ownership of registered Bonds shall be proved by the registry books of such Bonds, or by a certificate of the registrar thereof.

Any request, consent or vote of the holder or registered owner, as the case may be, of any Bond shall bind all future holders of the same Bond, and of Bonds issued in exchange therefor or in place thereof, in respect of anything done, omitted or suffered by the Trustee in pursuance of such request, consent or vote.

ARTICLE ELEVEN.

Releases of Mortgaged Property.

SECTION 1. From time to time the Company, subject to the conditions and limitations in this Article prescribed, and not otherwise, may sell, exchange for other property or otherwise dispose of, and the Trustee, upon the delivery to it of the resolutions, opinion and certificates as in Section 3 of this Article provided, shall release from the lien and operation of this Indenture: