

and premium, if any, of the Notes, as the case may be, shall automatically cease and terminate and any moneys deposited for such purposes then remaining on deposit with the Trustee unclaimed by the holder entitled thereto shall be repaid to the Company by the Trustee on written demand made after such date; and the holder of any of the Notes entitled to receive such moneys shall thereafter look only to the Company for the payment thereof; provided, however, that the Trustee before being required to make any such repayment may at the expense of the Company cause to be published at least once in a daily newspaper of general circulation in the City of Boston, State of Massachusetts, a notice to the effect that said moneys have not been applied for the purpose for which they were deposited, that said trust has terminated, and that after a date named therein, which shall be not less than ten days after the date of first publication of said notice, any unclaimed balance of said moneys then remaining in the hands of the Trustee will be returned to the Company.

ARTICLE XI.

MISCELLANEOUS.

SECTION 11.01. No recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Indenture, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any predecessor or successor corporation or (except as hereinbefore provided for) against any purchaser or transferee of any property included in the Trust Estate, either directly or through the Company or otherwise, 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 understood that the Notes and all obligations of the Company under this Indenture are solely corporate obligations and that all such personal liability of such incorporators, stockholders, officers, directors, purchasers and transferees is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes except for rights against individuals in case of bad faith, misconduct or negligence; provided, however, that nothing therein or in the Notes contained shall be taken to prevent recourse to and the enforcement against the Company and the Trust Estate of all liabilities, obligations and