

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

#### ARTICLE 13.

##### Evidence of Rights of Bondholders and Ownership of Bonds.

**Section 13.01.** Prior to due presentment for registration of transfer of any Bond, the Company, the Trustees, or either of them, any Bond Registrar, or any agent of the Company, the Trustees or of either of them may deem and treat the person in whose name any Bond shall be registered at any given time upon the Bond Register as the absolute owner of such Bond for the purpose of receiving any payment of, or on account of, the principal, premium, if any, and interest on such Bond and for all other purposes whether or not such Bond be overdue; and neither the Company nor the Trustees, nor either of them, nor any agent of the Company, the Trustees or either of them shall be bound by any notice to the contrary. All such payments made in accordance with the provisions of this Section 13.01 shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

#### ARTICLE 14.

##### Immunity of Incorporators, Subscribers to the Capital Stock, Stockholders, Officers and Directors.

**Section 14.01.** No recourse under or upon any obligation, covenant or agreement contained in this Indenture (including any indenture supplemental hereto) or in any Bond or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, any past, present or future subscriber to the capital stock, any stockholder, any officer or any director of the Company or any Consolidated Subsidiary or of any predecessor or successor corporation, as such, either directly or through the Company or any Consolidated Subsidiary or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that no such personal liability shall attach to, or be incurred by, any such incorporator, subscriber to the capital stock, stockholder, officer or director of the Company or any Consolidated Subsidiary or of any predecessor or successor corporation, or any of them, as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, subscriber to the capital stock, stockholder,