

each holder of the Notes at its address set forth in the Register. Any failure of the Company to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or agreement.

SECTION 9.04. *Opinion of Counsel Conclusive as to Supplemental Indenture.* The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture authorized or permitted by the terms of this Indenture, to make the further agreements and stipulations which may be therein contained, and the Trustees may receive an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article Ninth complies with the requirements of this Article Ninth.

ARTICLE TENTH.

ACTION BY NOTEHOLDERS.

SECTION 10.01. *Evidence of Action by Noteholders.* Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by Noteholders in person or by attorney or proxy appointed in writing.

SECTION 10.02. *Noteholders' Execution of Instruments; Proof of Holdings.* The fact and date of the execution of any instrument by a Noteholder or his attorney or proxy may be proved by the certificate under his official seal of any notary public or other officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments or proof of deeds to be recorded within such jurisdiction, that the person who signed such instrument did acknowledge before such notary public or other officer the execution thereof, or by the affidavit of a witness to such execution; where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership such certificate or affidavit shall also constitute sufficient proof of his authority.

The holding by any person of any of the Notes shall be proved by the Register.

ARTICLE ELEVENTH.

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS.

No recourse shall be had for the payment of the principal of, or premium, if any, or the interest on, any Note, or for any claim based thereon or on this Indenture or any indenture supplemental hereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released as a condition of and consideration for the execution of this Indenture and of the issue of the Notes.

ARTICLE TWELFTH.

DEFEASANCE.

SECTION 12.01. *Defeasance.* If the Company shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the principal of, premium, if any, and interest on all Notes at the time outstanding, and shall pay or cause to be paid all other sums

