

(d) surrender to the Trustee for cancellation all Bonds and coupons thereto appertaining for which payment is not so provided,

and shall also pay all other sums due and payable hereunder by the Company (except in respect of the reimbursement of taxes for which the bearers and registered owners of Bonds shall look only to the Company), then and in that case, at the request of the Company, all the mortgaged property shall revert to the Company and the entire estate, right, title and interest of the Trustee and of the bearers and registered owners of the Bonds and coupons in respect thereof shall thereupon cease, determine and become void; and the Trustee in such case, upon the cancellation of all Bonds and coupons for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Company and at the Company's cost and expense execute to the Company, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Company, or its order, all cash and deposited securities, if any (other than cash for the payment of the Bonds), which shall then be held hereunder as a part of the mortgaged property.

In the absence of a request by the Company to have the mortgaged property revert to it and to have the lien of this Indenture cancelled and discharged, the fact that all indebtedness secured by this Indenture shall have been fully paid and satisfied shall not render this Indenture inoperative or prevent the Company from again and from time to time issuing Bonds hereunder pursuant to the terms and conditions hereof.

§ 14.02. All sums which may become due and payable for principal (and premium, if any) upon any Bond issued hereunder shall be paid to the bearer of such Bond, unless

registered, and if registered, to the registered owner thereof but only upon surrender of such Bond in negotiable form, accompanied by all unmatured coupons, if any, thereunto belonging. The interest on registered Bonds, without coupons, shall be paid only to the registered owners thereof. The interest on coupon Bonds shall be paid only upon the surrender of the several coupons for such interest as they respectively mature.

§ 14.03. When the Company shall have deposited at any time with the Trustee in a special account in trust for the purpose, in the manner provided in § 5.01, or left with it if previously so deposited, funds sufficient to pay the principal of any Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof, together with all interest due thereon to the date of the maturity of such Bonds or to the date fixed for the redemption thereof, or to pay any coupons at the due date thereof, as the case may be, for the use and benefit of the holders thereof, then upon such deposit all such Bonds and appurtenant coupons shall cease to be entitled to any lien, benefit or security of this Indenture except the right to receive the funds so deposited, and such Bonds and/or coupons shall be deemed not to be outstanding hereunder; and it shall be the duty of the Trustee to hold the funds so deposited for the benefit of the holders of such Bonds or coupons, as the case may be, subject, however, to the provisions of § 5.01; and from and after such due date, redemption date or maturity, interest on such Bonds or coupons, as the case may be, shall cease to accrue, and all liability of the Company to the holders of such Bonds for the payment of the principal thereof and interest thereon (and premium, if any), or to the holders of such coupons for the payment thereof and interest thereon, as the case may be, shall cease, determine and be completely discharged.

ARTICLE 15.

LIMITATIONS OF LIABILITY.

§ 15.01. Each of the Bonds is issued upon the express conditions, to which each successive holder thereof expressly assents and by receiving the same agrees, that no recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any indenture supplemental hereto or in any Bond or coupon issued hereunder or thereunder, or arising out of or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer, or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company, or through any receiver, assignee or trustee in bankruptcy; or by the enforcement of any assessment, penalty or subscription or by any legal or equitable proceeding, by virtue of any constitution, statute, rule of law or otherwise; it being expressly agreed and understood that this Indenture and any indenture supplemental hereto, and the obligations issued hereunder and thereunder, are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the incorporators, stockholders, officers or directors of the Company, or of any predecessor or successor corporation, or any of them, 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 indenture supplemental hereto, or in any of the Bonds or coupons issued hereunder or thereunder, or implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against every such incorporator, stockholder, officer or director, whether arising at common law or in equity, or created by statute

or constitution, are hereby expressly released and waived as a condition of, and as a part of the consideration for, the execution of this Indenture and the issue of the Bonds and interest obligations issued hereunder.

ARTICLE 16.

CONCERNING THE TRUSTEE.

§ 16.01. The Trustee shall at all times be a bank or trust company eligible under § 5.17 and having a combined capital and surplus of not less than One Million Dollars (\$1,000,000). If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in § 5.17, then for the purposes of this Section the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

§ 16.02. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to default and after the curing of all defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of default (which has not been cured) to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, shall examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.