

(a) The fact and date of the execution by any person of any such demand, request or other instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgments that the person signing such demand, request or other instrument acknowledged to him the execution thereof; or by an affidavit of a witness of such execution.

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(h) The fact of the holding by any person of bonds transferable by delivery and the names, series and distinctive numbers of such bonds, and the date of his holding the same, may be proved by a certificate executed by the company, bank, banker or other depository, wherever situated, and such certificate shall be deemed by the Trustee to be satisfactory, setting forth the date therein mentioned such person had on deposit with such depository the bonds described in such certificate, and such certificate may nevertheless in its discretion require further proof of the facts therein further proof desirable. In the absence of such certificate, or if such certificate or further proof is not satisfactory, the Trustee may refuse to issue or deliver any bond or bonds of such person unless the same shall have been previously approved by the Trustee, pending such action as the Trustee may deem proper to take in the premises. The provisions hereinbefore. For all purposes of this Indenture and of

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 the obligations issued hereunder are solely corporate obligations and there is no personal liability whatever, under any circumstances or conditions, shall attach to or be incurred by the incorporators, directors, officers or stockholders, past, present or future, of the Company or any of its directors, officers or stockholders, 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 any of the bonds or coupons issued hereunder, or interest thereon; and that any and all personal liability of every nature and kind shall remain the right and duty against every such incorporator, stockholder, officer or director, as such, whether arising at common law or in equity, or created by statute or constitution or otherwise, are hereby expressly waived and released by the Trustees and by each of the bondholders as a condition of, and as part of the consideration for, the execution and delivery of this Indenture and the bonds and coupons issued hereunder.

ARTICLE XII.
THE TRUSTEES.

SACROS 1201. The Trustees, for themselves and their respective successors, accept the trusts created by this Indenture upon the terms and conditions hereof, including the following, to all of which the parties hereto agree:

(a) The Trustees shall be entitled to reasonable compensation for all services rendered by them hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation of their counsel, and all other reasonable expenses incurred by the Trustees here-

any proceedings for the enforcement thereof such person shall be deemed to continue to be the holder of such bonds until the Trustee shall have received notice in writing to the contrary.

(c) The ownership of registered bonds shall be proved by the registers of such bonds.

Section 10.03. Neither the Trustees nor the Company shall be bound to recognize any person as a bondholder unless such person, if required, has his bond submitted for inspection and his title thereto satisfactorily established if disputed. Any action taken by the Trustees or by the Company pursuant to this Indenture upon the request or authority or consent of any person shall, at the time of making such request or giving such authority or consent, be the holder or registered owner of any bond issued hereunder, shall be conclusive and binding upon all future holders or registered owners of the same bond and bonds issued in exchange or substitution therefor.

Section 10.04. All rights of action vested in the Trustees under this Indenture may be enforced by the Trustees without the possession of any of the bonds or coupons issued hereunder or the production thereof at any trial or other proceedings relative thereto.

ARTICLE XI

IMMUNITIES OF OFFICERS, DIRECTORS AND STOCKHOLDERS

SECTION 11.01. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any bond or coupon issued hereunder, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, or against any past, present or future stockholder, officer or director 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, by the enforcement of any assessment or penalty.

under, and all taxes which may have been assessed against the Trustee as such or against any funds on deposit with them hereunder which the Trustees may be required or permitted by law to deduct from such deposit and to pay, the Company agrees to pay promptly on demand from time to time the sum of such taxes and to reimburse the Company for such expenses shall be incurred. In default of such payment by the Company, the Trustees shall have a lien thereon on the property subject to the lien of this Trust Agreement, and the Company shall be bound to pay the bonds and coupons and a lien in favor of the Company shall be held by the Trustees hereunder prior to any rights in such moneys of the holders of the bonds and of the coupons, and the Company shall be bound to indemnify the Trustees for, and to hold them harmless from, any and all liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of this Trust, as well as from any and all claims of third parties against any claim of liability in the premises.

(b) The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through agents or attorneys.

(c) The Trustees shall not be responsible in any manner whatsoever for the correctness of the contents hereof or in the bonds (except as to the Trustee for its certificate of authentication thereon) or in the coupons contained, all of which are made by the Company solely; and the Trustees shall not be responsible in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the bonds or coupons, or for the value of the property subject to the lien of this Indenture, or for the validity of the securities of the Company thereon, or for the security afforded thereby and hereby, or for the validity of any securities at any time held hereunder, and the Trustees make no representation or warranty as to the correctness of the same, or be accountable for the use or application by the Company of any bonds authenticated and delivered hereunder or of