

TIONS; AND THAT NO PERSONAL LIABILITY WHATSOEVER SHALL ATTACH TO OR BE INCURRED BY ANY INCORPORATOR OR STOCKHOLDER OR OFFICER OR DIRECTOR (PAST, PRESENT OR FUTURE) OF "THE COMPANY", OR ANY SUCCESSOR CORPORATION, BECAUSE OF THE INCURRING OF THE INDEBTEDNESS HEREBY AUTHORIZED, OR BY REASON OF ANY OBLIGATION, COVENANT OR PROVISION CONTAINED IN THIS AGREEMENT, OR IN ANY NOTE OR COUPON HEREBY SECURED OR IMPLIED THEREFROM, AND THAT ANY AND ALL PERSONAL LIABILITY OF EVERY NAME AND NATURE, EITHER AT COMMON LAW OR INEQUITY, OR BY STATUTE OR OTHERWISE OF ANY SUCH INCORPORATOR, AND OF ANY PRESENT, OR FUTURE STOCKHOLDER, DIRECTOR OR OFFICER OF "THE COMPANY", AND OF ANY SUCCESSOR CORPORATION, WHETHER HE MAY HAVE ACTED OR MAY ACT AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND IN CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, AND THE ISSUE OF THE NOTES AND COUPONS HEREUNDER.

ARTICLE VII.

SATISFACTION OF THIS AGREEMENT.

IF "THE COMPANY" SHALL WELL AND TRULY PAY THE PRINCIPAL OF THE NOTES ISSUED HEREUNDER AND SECURED HEREBY, OR INTENDED SO TO BE, AND THE INTEREST MONIES TO BECOME DUE THEREON RESPECTIVELY SPECIFIED IN THE SAID NOTES, AND SHALL KEEP AND PERFORM ALL THE COVENANTS, AGREEMENTS AND STIPULATIONS ON ITS PART IN SAID NOTES OR IN THIS AGREEMENT CONTAINED, OR SHALL REDEEM EACH AND ALL OF SAID NOTES AS PROVIDED HEREIN, THEN THIS AGREEMENT AND THE TRUSTS HEREBY CREATED SHALL CEASE AND DETERMINE. THE PRODUCTION BY "THE COMPANY", ITS SUCCESSORS OR ASSIGNS, OF ALL OF THE NOTES AND COUPONS THERETO PERTAINING, PROPERLY ASSIGNED, CANCELLED OR FOR CANCELLATION, SHALL BE CONCLUSIVE EVIDENCE TO "THE TRUSTEES" THAT SAID "THE COMPANY" HAS PAID SAID NOTES AND ALL THE INTEREST ACCRUED THEREON, AND HAS IN ALL OTHER RESPECT COMPLIED WITH THE TERMS OF THIS AGREEMENT, AND UPON PAYMENT OF ALL COSTS, CHARGES, AND EXPENSES INCURRED BY "THE TRUSTEE" IN RELATION THERETO, "THE TRUSTEE" SHALL THEREUPON CANCEL AND IN WRITING SATISFY AND DISCHARGE THIS AGREEMENT, PROVIDED HOWEVER, THAT "THE COMPANY" SHALL HAVE THE RIGHT UPON OR AFTER MATURITY OF THE NOTES, TO DEPOSIT WITH "THE TRUSTEE" TO THE CREDIT OF THE HOLDER OR HOLDERS OF ANY OUTSTANDING NOTE OR NOTES, AND THE INTEREST COUPONS PERTAINING THERETO, WHICH SHALL NOT THEN HAVE BEEN PRESENTED FOR PAYMENT AND PAID THE AMOUNT DUE THEREON RESPECTIVELY, INCLUDING INTEREST TO THE DATE OF SUCH DEPOSIT, AND THEREUPON "THE TRUSTEES" SHALL SO CANCEL AND SATISFY THIS AGREEMENT AS AFORESAID, AND "THE TRUSTEE" SHALL ON DEMAND OF ANY HOLDER OF NOTES AND INTEREST COUPONS, AND UPON HIS PRESENTING THE SAME FOR SURRENDER WITHIN SIX (6) YEARS AFTER SUCH DEPOSIT, MAKE PAYMENT OF THE AMOUNT SO ORIGINALLY DEPOSITED WITH IT WITH RESPECT TO SUCH NOTES AND INTEREST COUPONS RESPECTIVELY, AND IN CASE ANY HOLDER OF ANY NOTE OR NOTES AND INTEREST COUPONS SHALL NOT WITHIN SIX (6) YEARS AFTER SUCH DEPOSIT CLAIM THE AMOUNT SO DEPOSITED FOR THE PAYMENT THEREOF, AND DEMAND PAYMENT THEREOF FROM "THE TRUSTEE", AND SURRENDER SUCH NOTE OR NOTES AND INTEREST COUPONS RESPECTIVELY, "THE TRUSTEES" SHALL UPON DEMAND OF "THE COMPANY" PAY OVER THE AMOUNT SO DEPOSITED WITH "THE COMPANY", AND "THE COMPANY" SHALL REMAIN LIABLE TO THE HOLDER OF SUCH NOTE OR NOTES AND INTEREST COUPONS FOR THE AMOUNT SO RETURNED TO IT, BUT SHALL NOT BE LIABLE FOR ANY INTEREST AFTER THE DATE OF THE DEPOSIT AS AFORESAID.

"THE TRUSTEES" SHALL NOT BE UNDER ANY LIABILITY OR OBLIGATION TO INQUIRE INTO THE HOLDING OF SAID NOTES BY SAID "THE COMPANY", OR ITS SUCCESSORS OR ASSIGNS.

ARTICLE VIII.

CONCERNING "THE TRUSTEES".

SECTION I. "THE TRUSTEES" UNDER THIS AGREEMENT, AND THEIR SUCCESSORS OR SUC-