

BE IN FORM APPROVED BY COUNSEL SELECTED BY THE COMPANY AND APPROVED BY THE TRUST COMPANY (WHO MAY BE COUNSEL FOR THE COMPANY).

SEC. 3. FROM AND AFTER THE EXECUTION OF ANY SUCH INSTRUMENT OR SUPPLEMENTAL INDENTURE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1 OR SECTION 2 OF THIS ARTICLE THE COVENANTS AND PROVISIONS CONTAINED THEREIN SHALL BE DEEMED A PART OF THIS INDENTURE AND SHALL BIND AND BENEFIT THE COMPANY, THE TRUSTEES AND THE BONDHOLDERS AS EFFECTUALLY AS THE COVENANTS AND PROVISIONS CONTAINED IN THIS INDENTURE AT THE TIME OF ITS EXECUTION, AND THE TRUSTEES AND THE BONDHOLDERS SHALL HAVE THE SAME REMEDIES FOR A BREACH THEREOF, AS ARE PROVIDED IN RESPECT OF A BREACH OF THE PROVISIONS AND COVENANTS NOW CONTAINED IN THIS INDENTURE.

ARTICLE VIII.

NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT OR AGREEMENT CONTAINED IN THIS INDENTURE, OR IN ANY BOND OR COUPON, OR BECAUSE OF THE CREATION OF ANY INDEBTEDNESS, HEREBY SECURED, SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE INCORPORATOR, STOCKHOLDER, OFFICER OR DIRECTOR OF THE COMPANY, OR OF ANY SUCCESSOR CORPORATION, EITHER DIRECTLY OR THROUGH THE COMPANY, BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY, OR BY ANY LEGAL OR EQUITABLE PROCEEDING BY VIRTUE OF ANY STATUTE OR OTHERWISE; IT BEING ESPECIALLY AGREED AND UNDERSTOOD THAT THIS INDENTURE, AND THE OBLIGATIONS HEREBY SECURED, ARE SOLELY CORPORATE OBLIGATIONS, AND THAT NO PERSONAL LIABILITY WHATEVER SHALL ATTACH TO, OR BE INCURRED BY, INCORPORATORS, STOCKHOLDERS, OFFICERS OR DIRECTORS OF THE COMPANY, OR OF ANY 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 OF THE BONDS OR COUPONS HEREBY SECURED, OR IMPLIED THEREFROM; AND THAT ANY AND ALL PERSONAL LIABILITIES OF EVERY NAME AND NATURE OF, AND ANY AND ALL RIGHTS AND CLAIMS AGAINST, EVERY SUCH INCORPORATOR, STOCKHOLDER, OFFICER OR DIRECTOR, WHETHER ARISING AT COMMON LAW OR INEQUITY, 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 ISSUING OF THE BONDS AND INTEREST OBLIGATIONS SECURED HEREBY.

ARTICLE IX.

ANY REQUEST, DIRECTION OR OTHER INSTRUMENT REQUIRED OR PERMITTED BY THIS INDENTURE TO BE SIGNED AND EXECUTED BY BONDHOLDERS MAY BE IN ANY NUMBER OF CONCURRENT WRITINGS OF SIMILAR TENOR, AND MAY BE SIGNED OR EXECUTED BY SUCH BONDHOLDERS IN PERSON OR BY AGENT APPOINTED IN WRITING. PROOF OF THE EXECUTION OF ANY SUCH REQUEST, DIRECTION OR OTHER INSTRUMENT, OR OF THE WRITING APPOINTING ANY SUCH AGENT, AND OF THE OWNERSHIP OF BONDS, IF MADE IN THE FOLLOWING MANNER, SHALL BE SUFFICIENT FOR ANY AND SHALL BE CONCLUSIVE IN FAVOR OF THE TRUSTEES, PURPOSE OF THIS INDENTURE, AND EACH OF THEM, WITH REGARD TO ANY ACTION TAKEN BY THEM, OR EITHER OF THEM, UNDER SUCH REQUEST.

THE FACT AND DATE OF THE EXECUTION BY ANY PERSON OF ANY SUCH WRITING MAY BE PROVED BY THE CERTIFICATE OF ANY OFFICER IN ANY JURISDICTION, WHO, BY THE LAWS THEREOF, HAS POWER TO TAKE ACKNOWLEDGEMENTS WITHIN SAID JURISDICTION, TO THE EFFECT THAT THE PERSON SIGNING SUCH WRITING ACKNOWLEDGED BEFORE HIM THE EXECUTION THEREOF, OR BY AN AFFIDAVIT OF A WITNESS TO SUCH EXECUTION.

THE FACT OF THE HOLDING OF BONDS HEREUNDER BY ANY BONDHOLDER, AND THE AMOUNT OF AND ISSUE NUMBER OF ANY SUCH BONDS, AND THE DATE OF HIS HOLDING THE SAME (UNLESS SUCH BONDS BE REGISTERED), MAY BE PROVED BY THE AFFIDAVIT OF THE PERSON CLAIMING TO