

SECTION 18. No recourse under or upon any obligation, covenant or agreement of this Indenture or of any bond or coupon, or because of the creation of any indebtedness represented by the bonds or coupons, shall be had against any stockholder, officer or director of either of the companies or of any successor corporation as such, either directly or through such Company, or such successor corporation, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitutional provision, statute or rule of law or otherwise. This Indenture and the bonds and coupons are solely corporate obligations and no personal liability whatever shall attach to or be incurred by, the stockholders or any officer or director of either of the Companies, or of any successor corporation, as such, 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 or implied therefrom; and any and all personal liability of any such stockholder, officer, or director, as such, whether arising at common law or in equity, or created by statute or constitution, is waived as a condition of, and as a part of the consideration for, the execution and delivery of this Indenture and the issue of the bonds and coupons.

SECTION 19. Neither of the Companies will at any time insist upon, or plead, or in any manner whatever claim or take the benefit or advantage of any stay or execution law wherever enacted, now or at any time hereafter in force, which may affect the covenants and the terms of performance of this Indenture; and each Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every power as though no such law or laws had been made or enacted.

ARTICLE NINE.

Each of the Companies, its successors and assigns, shall and will, on written demand of the Trustee, or its successor or successors in the trust, at any time, and from time to time, make, do, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law as may be reasonably advised, devised or required for effectuating the intention of these presents, and for the better assuring or confirming unto the Trustee and its successors in the trust hereby created, upon the trusts and for the purposes herein expressed, all and singular the property, real and personal and mixed, incomes, franchises, rights and privileges hereby granted, bargained, conveyed, assigned, transferred and set over, or intended so to be, either now owned or possessed or hereafter owned, possessed or acquired by either of the Companies, its successors or assigns.

ARTICLE TEN

SECTION 1. The Trustee accepts the trusts of this Indenture and agrees to execute them upon the following terms and conditions, to which the parties hereto and the holders and registered owners of the bonds agree:

The Trustee shall be entitled to reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of trustees of an express trust) for all services rendered by it in the execution of the trusts hereby created, and such compensation, as well as the reasonable compensation of its counsel and of such persons as it may employ in the administration or management of the trust, and all other reasonable expenses necessarily incurred and actually disbursed hereunder, the Companies agree to pay.

Unless and until the Trustee shall have received written notice to the contrary from the holders or registered owners of not less than twenty-five per cent.