

ARTICLE XI.

-- MISCELLANEOUS.

SECTION 11.01. No recourse shall be had for the payment of the principal of or interest or premium on the Notes against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or otherwise, under any rule of law, statute or constitution, or by the enforcement of any assessment or otherwise; it being expressly understood that the Notes are solely corporate obligations and that all such liability of incorporators, subscribers, stockholders, officers and directors is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes except for rights against individuals in case of bad faith, misconduct or negligence; provided, however, that nothing herein or in the Notes contained shall be taken to prevent recourse to and the enforcement against the Company and the Trust Estate of all liabilities, obligations and undertakings in this Indenture and in the Notes contained, or to prevent recourse to and the enforcement of any liability, obligation or undertaking of (i) any stockholder or subscriber to capital stock upon or in respect of shares of capital stock not fully paid up or (ii) any purchaser or transferee of any property included in the Trust Estate required to be undertaken or assumed by any provision of this Indenture.

SECTION 11.02. Any request, demand, direction, consent, notice, approval, waiver or other instrument which this Indenture may require or permit to be signed and executed by the holders of the Notes may be embodied in or evidenced by any number of concurrent instruments of similar tenor, and shall be signed or executed by such holders in person or by attorney appointed in writing by such holder or by any person (for whom such holder is a nominee) which has entered into an agreement with the Company of the character referred to in Section 1.01 which is filed with the Trustee. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, shall be sufficient for any purpose of this Indenture if the fact and date of the execution by any person of such request or other instrument or writing be proved by the certificate of a notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the State in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. Any request, demand, direction, consent, notice, approval, waiver or other instrument or action by the holder of any Note shall bind every future holder of the same Note and the holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustees or the Company pursuant to such request, demand, direction, consent, notice, approval, waiver or other action.