

Bankers Trust Company, or its successor as Trustee, anything herein contained to the contrary notwithstanding:

- (4) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and
- (5) the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, as the case may be, anything herein contained to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of any such instrument within ten days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such additional trustee and to appoint a successor additional trustee without the consent of the Company; the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency. In the event that the Trustee alone shall have appointed an additional trustee or trustees or co-trustees or co-trustees as above provided, it may then, by an instrument in writing, remove any such additional trustee or co-trustee, the successor to any such trustee or co-trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinafter in this § 15.09 provided.

ARTICLE 14.

Supplemental Indentures.

§15.01. In addition to any supplemental indenture authorized by Article 17 or otherwise authorized by this Indenture, the Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof for any one or more of all of the following purposes:

- (a) to close this Indenture against, or to restrict, in addition to the limitations and restrictions herein contained, the authentication and execution of additional Bonds hereunder by imposing additional conditions and restrictions to be thereafter observed, whether applicable in respect of all Bonds authenticated and

and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Trustee and the Company, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein or any successor or successors, or to act as separate trustee or trustees of any such property. In the event the Company or the Individual Trustee or both shall have not joined in the execution of such instruments and agreements within ten days after the receipt of a written request from the Trustee so to do, or in case an event of default hereunder shall happen and be continuing, the Trustee may act under the foregoing provisions of this § 15.09 without the concurrence of the Company or the Individual Trustee; and the Company hereby appoints the Trustee its agent and attorney to act for them under the foregoing provisions of this § 15.09 in either of such contingencies.

- (4) Every additional trustee hereunder shall, to the extent permitted by law, be appointed and act and be such and the Trustee and its successors shall act and be such, subject to the following provisions and conditions, namely:

(1) the Bonds shall be authenticated and delivered and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody, control and management of moneys, papers or securities, shall be exercised solely by said Bankers Trust Company, or its successor as Trustee hereunder;

(2) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by Bankers Trust Company, or its successor as Trustee, and such additional trustee or trustees jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, Bankers Trust Company, or its successor as Trustee, shall be incompetent or unequalled to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such additional trustee or trustees;

(3) no power given hereby to, or which it is provided hereby may be exercised by, any such additional trustee or trustees, shall be exercised hereunder by such additional trustee or trustees, except jointly with, or with the consent in writing of, said