

shall be conclusive evidence in favor of the Trustees of the facts herein purported to be stated, and shall be full warrant, authority and protection, as to any action taken or not taken by them on the faith thereof, both as to the trustees and the holders of the bonds secured hereunder. But nothing herein contained shall in any way limit the right or authority of the Corporate Trustees in its discretion to require any further proof to its satisfaction or to make further examination or investigation with reference to any fact which it may deem advisable for it to ascertain, and the Company agrees to pay on demand all expenses reasonably incurred by the Trustees in connection therewith. Except as may be otherwise provided by this indenture, and unless and until there shall be delivered to the Corporate Trustees a certified copy of a resolution of the Board of Directors of the Company determining otherwise, every request, order, consent, or expression of desire set forth in writing, addressed and delivered to the Corporate Trustees, and signed in the name of the Company by its President or a Vice-President, may, for every purpose of this indenture, be taken and relied upon by the Trustees as the request, order, consent, or expression of desire of the Company.

Section 17. William F. Malburn, one of the parties of the second part, has been joined as Trustee hereunder, so that if by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts hereby created, The said The American Exchange National Bank, as Trustee, or its successor or successors, may be incompetent or unqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by said Individual Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary in the judgment of the Corporate Trustee for the said Individual Trustee solely to execute the trusts hereby created, the said The American Exchange National Bank, or its successor or successors, may solely have and exercise the powers, and shall be solely charged with the performance of the duties herein declared on the part of the Trustees, or either of them, to be had and exercised or to be performed.

ARTICLE XIII.

SUNDRY PROVISIONS.

Section 1. All the covenants, stipulations, terms, and agreements in this indenture contained, or in behalf of the Company, shall bind its successors and assigns whether so expressed or not.

Section 2. Except when otherwise indicated the term Trustee, means the trustee for the time being, original or successor. Whenever in this indenture the term "Bonds" is used, the same shall be deemed and construed to mean the bonds of the Company issued under these presents at the time outstanding and unpaid, unless the context requires some other meaning, and in like manner the term "Bondholders" shall be deemed and construed to mean the holders for the time being of the said bonds, or in the case of a registered bond it shall mean the person in whose name the bond is registered. The term "majority" when applied in reference to the bonds or the holders thereof shall signify the majority in amount, or the holders of a majority in amount, as the context may require, whether so expressed or not.

Section 3. It is further expressly understood and agreed that the Trustees may buy, sell, hold, own or deal in any of the bonds or coupons issued hereunder and secured by this indenture and may take or join in any action proper to be taken by any bond holder as freely and with like effect as if such Trustees were not a party to this indenture.

Section 4. This indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 5. This indenture and the bonds secured thereby have been executed by the Company in the State of New York and are delivered at New York City, in said State of New York; and each and every of the provisions of said indenture and of said bonds shall be interpreted and construed under and in accordance with the laws of said State of New York.

ARTICLE XIV.

INVALIDITY OF ANY PROVISION IN ONE JURISDICTION NOT TO AFFECT VALIDITY IN OTHER JURISDICTIONS.

Section 1. If any provision of this indenture shall be held or deemed, as applied in any particular case, to be inoperative or unenforceable in any jurisdiction, because conflicting with any provision of any constitution or statute or any rule of public policy or for any other reason, such provision shall not for that reason be held or deemed inoperative or unenforceable in any other case, and if any provision hereof be in fact inoperative or unenforceable in any given case or cases in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever in any other jurisdiction or jurisdictions.

ARTICLE XV.

SUPPLEMENTAL INDENTURES.

Section 1. In addition to any supplemental indenture 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 or all of the following purposes:

- (a) To add to the conditions, limitations and restrictions on the authorized amount, terms, provisions, purposes of issue, authentication and delivery of bonds specified in Articles I and II hereof, other conditions, limitations and restrictions thereafter to be observed.
- (b) To add to the covenants and agreements of the Company in this indenture contained, other covenants and agreements thereafter to be observed.