

## DOUGLAS COUNTY

proper conveyances and make such transfers as will legally transfer the mortgaged property and the trusts hereunder. Should any deed, conveyance or instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in and confirming to such new trustee said estates, properties, rights, trusts and duties, then any and all such deeds, conveyances and instruments in writing shall, on request of such new trustee, be executed, acknowledged and delivered by the Company.

SECTION 3. In each and every case of any incapacity or lack of authority of Bankers Trust Company and its successors in trust hereunder, each and every estate, right, title, interest, lien, claim, demand and cause of action expressed or intended by this Indenture to be vested in or conveyed to the Trustees shall (whether or not the same shall be lawfully conveyed to or vested in Bankers Trust Company and its successors in trust hereunder) in any event hereby vest in and be conveyed to R. Gregory Page and his successors in trust hereunder, and each and every covenant or obligation expressed or intended by this Indenture to run in favor of, and each and every right, power, remedy and duty expressed or intended by this Indenture to be conferred upon or enforceable by, the Trustees, shall (whether or not the same shall lawfully run in favor of or be conferred upon or be enforceable by Bankers Trust Company, or its successors in trust hereunder) in any event run in favor of, be conferred upon and be enforceable by R. Gregory Page and his successors in trust hereunder, with like effect as though this Indenture were originally entered into between the Company and said R. Gregory Page as sole trustee.

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 trust herein created, the Trustee, or its successor or successors, may be incompetent or disqualified or unwilling 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 be performed by the Co-Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary, as aforesaid, for the Co-Trustee, acting alone, to execute the trusts hereby created, the Trustee, or its successor or successors, may alone have and exercise the powers and shall alone be charged with the performance of the duties hereinbefore declared to be held, exercised or performed on the part of the Trustee. Any request in writing by the Trustee, its successor or successors, to the Co-Trustee hereunder, or to any Co-Trustee appointed in succession to him, shall be sufficient warrant for the Co-Trustee, or his successor, to take such action as may be requested of him or it, as the case may be. The Co-Trustee, or any successor, may delegate to the Trustee, its successor or successors, the exercise of any or all powers, discretionary or otherwise, conferred by any provision of this Indenture. The Trustee and its successors in the trust shall have the power at any time, by instrument in writing duly executed by its President or Vice-President under its seal, to remove the Co-Trustee, or his successor in trust, from his or its position as one of the Trustees hereunder, and to appoint some other person, qualified to be appointed as herein authorized, as successor in trust to the Co-Trustee so removed.

SECTION 4. In case the Co-Trustee, or any successor to him as Co-Trustee, shall die, become incapable of acting, resign (as such Co-Trustee at any time may), or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder so far as permitted by law shall vest in and be exercised by the Trustee for the time being until the appointment of a new Co-Trustee, as hereinbefore provided.

## ARTICLE XVI

## Supplemental Indentures

SECTION 1. The Company, when authorized by resolution of its Board of Directors, and the Trustee, from time to time and at any time, subject to the restrictions in this Indenture contained, may, and when so required by this Indenture shall, enter into such indentures supplemental hereto, as may or shall by them be deemed necessary or desirable, for any one or more of the purposes hereinbefore provided for and/or for one or more of the following purposes:

(a) To correct the description of any property hereby conveyed, mortgaged or pledged or intended so to be, or to assign, convey, mortgage, pledge, transfer and set over unto the Trustee, subject to such liens or other encumbrances as shall be therein specifically described, additional property or properties of the Company, for the equal and proportionate benefit and security, except as herein otherwise expressly provided, of the holders and owners of all bonds at any time issued and outstanding under this Indenture;

(b) To add other limitations, to be thereafter observed, to the limitations on the authorized issue and purposes of issue of the bonds which may be issued for any of the purposes specified in Article 11; to specify definite limitations on the total authorized issue of any series of bonds issued hereunder; or to add to the covenants or agreements of the Company for the protection of bondholders and of the trust estate;

(c) To provide the terms and conditions of redemption, and/or for a special sinking fund for the retirement, of the bonds of any particular series then about to be issued;

(d) To provide additional or other restrictions and limitations upon the issue of any new series of bonds or additional covenants and undertakings of the Company with respect thereto;

(e) To provide the terms and conditions of the exchange of bonds of one series for bonds of another or other series, or as to the exchange of bonds of one denomination for bonds of another denomination, of the same series;

(f) To provide that the principal of the bonds of any particular series may be converted at the option of the holders into the capital stock or other bonds of the Company, and the terms and conditions of such conversion;

(g) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by such successor corporation of the covenants and obligations of the Company under this Indenture;

(h) To set forth the form and substance of the bonds, other than Series A, and the terms, provisions and conditions thereof;

(i) To change, alter, modify, vary or eliminate any of the terms, provisions, restrictions or conditions of this Indenture; provided, however, that any such changes, alterations, modifications, variations or eliminations made in a supplemental indenture pursuant to this subdivision (i) of this section shall be expressly stated in such supplemental indenture to become effective only with respect to bonds authenticated subsequent to the execution of such supplemental indenture; and provided, further, that no such changes, alterations, modifications, variations or eliminations which would adversely affect any bonds theretofore issued and then outstanding under this Indenture shall be made;

(j) For any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

SECTION 2. In each and every case provided for in this Article, the Trustees shall be entitled to exercise their uncontrolled discretion in determining whether or not any proposed supplemental indenture or any term or provision therein contained, is necessary, or desirable, having in view the needs of the Company and the respective rights and interests of the holders of bonds theretofore issued hereunder; and the Trustees shall be under no responsibility or liability to the Company or to any holder of any bond, or to anyone whatever, for any act or thing which they may do or decline to do in good faith, pursuant to the provisions of this Article, in the exercise of such discretion.