

176

period; provided, however, that no such resolution or resolutions of the bondholders, or of the Company, shall in any manner be so construed as to change or modify any of the rights, immunities, or obligations of the Trustee without its written assent thereto.

§ 13.09. Notwithstanding the foregoing provisions of § 13.02 to § 13.08, inclusive, and subject to the provisions of § 13.11 any modification or alteration of this Indenture and/or any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the holders of Bonds and coupons issued hereunder may be made at any time and from time to time when authorized by the Board of Directors of the Company by resolution duly adopted and approved or consented to, in writing, by the holders of not less than seventy-five per centum (75%) in principal amount of the Bonds outstanding hereunder, and if the rights of one or more, but less than all, series of Bonds then outstanding are to be affected by any such modification or alteration, then also by the written approval or consent of the holders of at least seventy-five per centum (75%) in principal amount of the Bonds then outstanding of each series of Bonds so to be affected; provided, however, that no such modification or alteration shall be made or become effective unless and until the above required percentages of bondholders file written approvals or consents with the Trustee, and provided further, that no such modification or alteration shall, without the written approval or consent of the holder of any Bond issued hereunder affected thereby, permit any of the modifications or alterations specified in items (1) (2) (3) and (4) of § 13.07.

The approvals or consents of bondholders to any such modification or alteration shall be evidenced by an instrument or instruments in writing in a form approved by the Trustee, signed by such holders and filed with the Trustee.

178

the Trustee and presentation of his Bond for the purpose at the principal office of the Trustee, the Company shall cause suitable notation to be made on such Bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held, or authorized by written approvals or consents of the bondholders. If the Company or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Board of Directors of the Company to conform to such bondholders' resolution or resolutions or written approvals or consents of bondholders pursuant to § 13.09 shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then outstanding and affected thereby shall be exchanged without cost to such bondholder for Bonds then outstanding hereunder upon surrender of such Bonds with all unmatured coupons, if any, appertaining thereto. The Company or the Trustee may require Bonds outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto made at any bondholders' meeting and approved by resolution of the Board of Directors of the Company, as aforesaid, or authorized by written approvals or consents of bondholders, may be executed by the Trustee and the Company and upon demand of the Trustee, or, if so specified in any resolution adopted by any such bondholders' meeting, or authorized in any such written approvals or consents of the bondholders, shall be executed by the Company and the Trustee.

§ 13.11. Notwithstanding anything in this Article contained, the Company may at any time, and from time to time, by resolution of the Board of Directors filed with the Trustee, stipulate that from and after the date of the

177

To obtain the approval or consent of the bondholders to any action as aforesaid, the Company, or the Trustee at the written request of the Company, shall mail (unless such notice is waived by the holders of all outstanding Bonds), not less than thirty (30) days prior to the date on or before which written approvals or consents to be accepted must be filed with the Trustee, a notice stating in general terms the character and nature of the proposed modification or alteration to each bearer or registered holder of Bonds, referred to in (a), (b) and (c) of § 13.02 together with a form of consent to be signed by bondholders, and by such other method, either by publication as provided in § 13.02 or otherwise as may be approved by the Company. Any such modification or alteration made pursuant to this § 13.09 shall be binding upon all the Bondholders, subject to the provisions of § 13.07.

The determination of the Trustee as provided in § 13.03 as to the ownership or control of any Bond whether based on any certificate or written statement of the Company or any other person, firm or corporation or otherwise shall be binding and conclusive upon the Company and the bondholders and the Trustee shall be under no liability whatsoever in respect of any such determination made by the Trustee; provided, however, that in making any such determination the Trustee shall be subject to the provisions of § 16.02 and § 16.03 hereof.

§ 13.10. Bonds authenticated and delivered after the date of any bondholders' meeting or the filing of written approvals or consents with the Trustee may bear a notation in form approved by the Trustee as to the action taken at meetings of bondholders theretofore held, or authorized, by written approvals or consents and upon demand of the holder of any Bond outstanding at the date of any such meeting, or the filing of written approvals or consents with

179

filing of such resolution no action thereafter taken under the provisions of this Article shall be of any force and effect whatever either as respects (1) all Bonds theretofore authenticated and delivered by the Trustee hereunder and then outstanding and/or (2) as to any Bonds and/or all Bonds thereafter authenticated and delivered by the Trustee hereunder, and in any such event a supplemental indenture setting out in detail the stipulations contained in such resolution shall be made.

ARTICLE 14.

PAYMENT AND DEFEASANCE.

§ 14.01. If the Company, its successors or assigns shall

(a) pay or cause to be paid the principal of and interest on the Bonds and coupons to become due thereon at the time and in the manner stipulated therein and herein, and/or

(b) provide for the payment of principal and premium, if any, of the Bonds and interest thereon by depositing in cash with the Trustee at or at any time before maturity the entire amount due or to become due thereon for principal and interest to maturity of all said Bonds outstanding, and/or

(c) in case of a call of the Bonds then outstanding for redemption, deposit with the Trustee on or before the date on which such Bonds shall have been called for redemption, as provided in Article 4, the entire amount of the redemption price thereof, including interest, and premium, if any, and shall deliver to the Trustee satisfactory evidence to the Trustee that notice of redemption as provided in said Article 4 has been given or that arrangements have been made insuring that such notice will be given, or a written instrument executed by the Company under its corporate seal, and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, or furnish a waiver of such notice of redemption as provided in Article 4, and/or