

change Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or, if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

Within five business days after receipt by the Trustee of the written application from bondholders desiring to communicate with other bondholders, hereinafter referred to, the Trustee shall notify the Company in writing of the receipt of such application and shall furnish the Company with a copy thereof, and shall advise the Company what action the Trustee has taken or proposes to take with respect to said application. In case the Trustee shall file with the Securities and Exchange Commission a written statement as hereinafter provided, the Trustee shall, within three days after the filing of such statement, notify the Company in writing of such filing and furnish the Company with a copy of such statement, and shall advise the Company promptly of any notice or other communications received from the Securities and Exchange Commission relating to said statement.

(c) The Trustee shall not be held accountable by reason of the disclosure of any information or the mailing of any material pursuant to any request made under the provisions of subdivision (b) of this Section 1211, regardless of the source from which such information was derived or such material was obtained.

SECTION 1212. Subject to the provisions of Section 1204, 1209 and 1210 hereof, the Trustee and the Individual Trust-

ee be deemed to be vested in both Trustees hereunder, but nothing in this Section 1214 contained shall be deemed to affect or impair any power or right conferred by any provision of this Indenture upon the Trustee to apply, disburse or otherwise act or deal with respect to any moneys, bonds or other obligations or securities received or held by it as aforesaid. So long as the bonds, obligations or other securities subject to the lien of this Indenture shall remain so subject, any instrument to be executed under the mortgage or other instrument securing the same by the holders of such bonds, obligations or other securities may be executed by, and any action to be taken thereunder may be taken by, the Trustee.

Any request in writing by the Trustee to the Individual Trustee shall, subject to the provisions of Section 1202 hereof, be a sufficient warrant for the Individual Trustee to take such action as may be requested.

The Individual Trustee or any successor, so far as permitted by law, may at any time delegate to the Trustee or any successor the right to exercise any and all power, discretion, or otherwise, conferred by any of the provisions of this Indenture.

Said George G. Moore has been joined as Individual Trustee in order to comply with any legal requirements respecting trustees under deeds of trust of property in any state in which the mortgaged property or part thereof is or may in the future be situate, and shall as such Individual Trustee possess such powers, and such powers only, as may be necessary to comply with such requirements. If by reason of the repeal of such requirements or for any other reason, it shall not be necessary, in the opinion of counsel (which opinion shall be filed with the Trustee), that one of the Trustees hereunder be an individual, and the Company shall file with the Trustee a written request for the removal of the Individual Trustee, said George G. Moore or any successor shall forthwith cease to be a trustee hereunder, and all

the same may each acquire and hold bonds and coupons and other securities dealt with by the Company in the same manner and to the same extent and with like effect as though they were not Trustees hereunder.

SECTION 1213. The Trustee shall comply with any regulation or order of the Securities and Exchange Commission made pursuant to the terms and provisions of the Trust Indenture Act of 1939 and shall be fully protected in so doing in good faith notwithstanding that such rule, regulation or order may thereafter be amended or rescinded or determined by judicial or other authority to be invalid for any reason, but nothing herein contained shall require the Trustee to take any action or omit to take any action if such compliance with such rule, regulation or order, except as in this Indenture otherwise required.

SECTION 1214. All the estate, right, title and interest in and to the trust estate by the provisions of this Indenture or of any instrument supplemental hereto conveyed or assigned or transferred to the Trustee is conveyed, assigned and transferred to them as joint tenants and not as tenants in common.

Any notice, request, or other writing by or on behalf of the Company or any of the bondholders, delivered solely to the Trustee, shall be deemed to have been delivered to each of the Trustees hereunder as effectively as if delivered to each of them.

All cash collected by, or payable to, the Trustee or either of them shall be paid to, and deposited with, and all bonds and other obligations or securities shall be held by, the Trustee, except as otherwise required by law. Any moneys at any time coming into the hands of the Individual Trustee shall be paid over at once to the Trustee, except as otherwise required by law.

Whenever any moneys, bonds, or other obligations or securities are, under any provision of this Indenture, paid or delivered to, or deposited with, the Trustee, title to the same shall

powers of the Individual Trustee and all his right, title or interest in and to the trust estate shall forthwith terminate; and, unless and until there shall be appointed a new trustee as successor to the Individual Trustee, all the right, title and powers of the Trustees shall devolve upon the Trustee and its successors alone.

Subject to the provisions of the following paragraph, in the event that it may be necessary for the Trustee to enforce any of the provisions of this Indenture in any state, by court proceedings or in any other manner, the Trustee may, by writing, authorize the Individual Trustee in his name as trustee to take such action or institute such proceedings as may be appropriate under the provisions of the Indenture, without joining the Trustee as a party thereto, and in such event the Individual Trustee shall be vested with all the rights, powers and duties of the Trustee hereunder, and may enforce the same in his name as Individual Trustee in the manner provided in this Indenture, without joinder of the Trustee in any action or proceeding so taken.

Any and all rights, powers, duties and obligations by any provisions of this Indenture conferred or imposed upon the Trustee may be exercised and performed by the Trustee alone without reference to the Individual Trustee in so far as permitted by law, and the Individual Trustee hereby irrevocably constitutes and appoints the Trustee his true and lawful attorney in fact with full power and authority, in so far as permitted by law, either in the name and on behalf of the Trustee alone, or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Individual Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties and obligations hereby imposed upon the Individual Trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Trustee or any substitute by virtue of this power of attorney.