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specified in Articles II and III hereof other conditions, limitations and restrictions thereafter to be observed.

(b) To add to the covenants and agreements of the Company for the protection of the trust estate and of the holders of bonds, although the freedom of action of the Company may be materially restricted thereby, or to surrender any right or power herein reserved to, or conferred upon, the Company or to or upon any successor corporation.

(c) To correct or amplify the description of any property hereby mortgaged or pledged or intended so to be, or to convey, transfer and assign to the Trustees, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional property then owned by the Company.

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

(e) To evidence the appointment of a separate trustee or a co-trustee to act under this Indenture and/or under any indenture supplemental hereto.

(f) To modify any of the provisions of this Indenture for the purpose of relieving the Company from any of the obligations, conditions or restrictions herein contained or otherwise; provided that no such modification shall be or become operative or effective, or in any manner impair any of the rights of the bondholders or of the Trustees, while any bonds of any series established prior to the execution of such supplemental indenture shall remain outstanding; and provided, further, that the Trustees may in their discretion decline to enter into any such supplemental indenture which, in their opinion, may not afford adequate protection to the Trustees when the same shall become operative.

(g) For any other purpose not inconsistent with the terms of this Indenture, or for the purpose of supplying

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for any act or thing which it may do or decline to do in good faith in pursuance of the provisions of this Article XV.

SECTION 15.04. Any supplemental indenture executed in accordance with any of the provisions of this Article XV shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the Trustees, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the particular series to which such supplemental indenture shall apply.

In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series issued thereafter, if deemed necessary or desirable by the Trustees.

ARTICLE XVI

DEFERRED.

SECTION 16.01. If, when the bonds issued hereunder shall have become due and payable, at maturity or otherwise, or when notice of redemption has been given as herein provided, or when the Trustees has been irrevocably authorized by the Company to give or complete such notice of redemption, the Company, its successors or assigns, shall pay or cause to be paid the whole amount of the principal and interest (and premium, if any), due on all the bonds and coupons issued hereunder then outstanding, or shall provide for such payment by depositing with the Trustee (or by leaving with the Trustee if previously deposited) the entire amount due and to become due and payable thereon for principal and interest (and premium, if any), or if all bonds outstanding hereunder

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any omission, curing any ambiguity, or curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

Any supplemental indenture authorized by the provisions of this Section 15.01 may be executed by the Company and the Trustees without the consent of the holders of any of the bonds at the time outstanding and without the publication or mailing of any notice. Any supplemental indenture entered into pursuant to the terms of this Indenture shall conform to the requirements of the Trust Indenture Act of 1933, as then in effect.

SECTION 15.02. The Trustees are hereby authorized to join with the Company in the execution of any supplemental indenture authorized or permitted by the terms of this Indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of property. Subject to the provisions of subparagraph (f) of Section 15.01 hereof, any such supplemental indenture, other than those provided for in subparagraphs (e), (d) and (c) of Section 15.01 hereof, may be applicable in respect of all bonds issued and to be issued hereunder or in respect of the bonds of one or more particular series thereof, or for a limited or unlimited period of time, or otherwise, in the discretion of the Company.

SECTION 15.03. Every such supplemental indenture shall be in form approved by counsel. Subject to the provisions of Section 15.02 hereof, the Trustees may give an opinion of counsel as conclusive evidence that any such supplemental indenture is authorized or permitted by the terms of this Indenture and that it is proper for the Trustees under the provisions of this Article XV to join in the execution thereof. Subject to the provisions of Section 15.02 hereof, the Trustees shall not be under any responsibility or liability to the Company or to any holder of any bond, or to anyone whomsoever,

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together with all unmatured coupons thereto appertaining shall be surrendered to the Trustee for cancellation, and in each case the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then and in that case the trust estate shall revert to the Company, and the entire estate, right, title and interest of the Trustees and of the bondholders shall thereupon cease, terminate and become void. In such event the Trustees, on demand of the Company and at its expense, shall pay to the Company or upon its written order, all moneys (other than moneys deposited as hereinbefore in this Section 16.01 provided) then held by the Trustees under this Indenture, and shall cap and discharge the lien of this Indenture, and execute and deliver to the Company such deeds or other instruments in writing as shall be requisite to satisfy the lien hereof and to reconvey to the Company the estate and title hereby conveyed, and shall assign and deliver to the Company any property then held by the Trustees under this Indenture; but the Trustees shall take any such action only upon the receipt by the Trustee of an officers' certificate and an opinion of counsel, each stating in substance that in the opinion of the respective signers all conditions precedent provided for in this Indenture relating to such payment, delivery, satisfaction and reconveyance have been complied with.

SECTION 16.02. All sums which may become due and payable for principal (and premium, if any) upon any bond hereunder shall be paid to the bearer of such bond, unless registered, and if registered, to the registered owner thereof, but in no event shall the Company or the Trustee or any paying agent be required to make such payment except upon the surrender of such bond in negotiable form, or assigned in blank, accompanied by all unmatured coupons, if any, thereto belonging. In case any bond registrable as to both principal and interest shall be issued hereunder, as permitted