

of ten per centum (10%) in aggregate principal amount of the bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which it succeeds, in and to the mortgaged property and such rights, powers, trusts, duties and obligations, and the trustee ~~thereafter~~ to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property which may then be in its possession subject to the lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts, duties and obligations; any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

§ 13.23. Any corporation into which either Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which either Trustee shall be a party, or any corporation to which substantially all the business and assets of either Trustee may be transferred, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding, provided such corporation shall be eligible under the provisions of § 4.08 and § 13.01, and that, if such corporation shall not be qualified under the provisions of § 13.16, such corporation shall, within ninety (90) days after becoming such successor trustee, either become qualified under the provisions of said § 13.16 or resign in the manner and with the effect provided in said § 13.16. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Principal Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds,

and specifying the terms and provisions of bonds of such series as heretofore provided or permitted;

(d) To provide for the creation of a sinking, amortization, improvement or other analogous fund for the benefit of all or any of the bonds of any one or more series, of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental indenture;

(e) To vary the provisions contained in Article 3 of this Indenture, or to fix new provisions in respect of the redemption of bonds of any series other than the 1929 Series;

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

(g) To provide for the issue under this Indenture, when duly authorized, of particular series of bonds convertible, at the option of the holders thereof, into other obligations or into capital stock of any class of the Company, within such period or periods and upon such terms and conditions as in such supplemental indenture shall be provided and as shall be appropriately expressed in the bonds of such particular series;

(h) To add to the covenants of the Company such further covenants as its Board of Directors shall consider to be for the protection of the mortgaged property and of the holders of bonds issued or issuable under this Indenture, and to make the occurrence and continuance of a default in any of such additional covenants a default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; provided, however, that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default, or may limit the remedies available to the Trustee upon such default;

(i) To cure any ambiguity, or correct or supplement any inconsistent or defective provision contained herein or in any Indenture supplemental hereto;

adopt the certificate of authentication of the original Principal Trustee or of any successor to it as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Principal Trustee may authenticate such bonds in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Principal Trustee shall have; provided, however, that the right to authenticate bonds in the name of the Principal Trustee shall apply only to its successor or successors by merger or consolidation or transfer as aforesaid.

§ 13.24. The duties, liabilities, rights, privileges and immunities of the Principal Trustee in relation to the holders of the bonds shall be governed exclusively by the laws of the State of New York.

ARTICLE 14

SUPPLEMENTAL INDENTURES

§ 14.01. The Company, when authorized by a resolution of its Board of Directors, and the Trustee from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereto, for one or more of the following purposes:

(a) To correct the description of any property hereby mortgaged or pledged or intended so to be, or to convey, transfer and assign to the Trustee and to subject to the lien of this Indenture, with the same force and effect as though specifically described in the Granting Clauses hereto, additional property then owned by the Company, acquired by it through purchase, consolidation, merger, donation or otherwise;

(b) To add to the limitations specified herein on the amount, issue and purposes of issue of the bonds, or of any series thereof, other limitations thereafter to be observed, that the Company may deem to be advisable;

(c) To provide for the creation of any series of bonds (other than the 1929 Series), designating the series to be created

(j) To make such provision in regard to matters of questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;

(k) To give effect to action taken by bondholders pursuant to the provisions of Article 13 hereto;

(l) To modify any of the provisions of this Indenture, provided (i) that no such modification (unless made pursuant to Article 13) shall be or become operative or effective, or in any manner impair any of the rights of the bondholders or of the Trustee, while any bonds of the 1929 Series or of any other series established prior to the execution of such supplemental indenture shall remain outstanding, (ii) that such supplemental indenture shall be specifically referred to in the text of all bonds of any series established after the execution of such supplemental indenture, (iii) that the Trustee may in their uncontrolled discretion decline to enter into any such supplemental indenture which in their opinion may not afford adequate protection to the Trustee when the same shall be operative; and (iv) that no such modification shall be made if the same would be in conflict with the provisions of the Trust Indenture Act of 1939.

§ 14.02. The Trustee are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder. Any supplemental indenture executed in accordance with any of the provisions of this Article 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 Trustee, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the 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