Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 4. Nothing in this Second Supplemental Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Indenture, any right, remedy or claim under or by reason of this Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Indenture.

SECTION 5. This Second Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 6. The titles of the several Articles of this Second Supplemental Indenture shall not be deemed to be any part thereof.

ARTICLE VIII.

SECTION 1. For the purpose of qualification of the Indenture, under the Trust Indenture Act of 1939, the Original Indenture is hereby amended by adding thereto new Articles XVIII to XXII (both inclusive) to read as follows:

"ARTICLE XVIII.

DEFINITION OF CERTAIN TERMS—ADDITIONAL COVENANTS WITH RESPECT TO RECORDING AND FILING, PAYING AGENTS AND COMPLIANCE WITH CONDITIONS.

SECTION 1. Any term defined in Section 303 of the Trust Indenture Act of 1939 and not defined in this Indenture shall have the

meaning assigned to such term in such Section 303 as in force on the date of the execution of the Second Supplemental Indenture dated as of April 1, 1949, hereinafter sometimes called "Second Supplemental Indenture".

SECTION 2. The Company covenants and agrees that, in addition to any opinions of counsel heretofore furnished to the Trustee with respect to recording, filing, re-recording and refiling, it will furnish to the Trustee (a) promptly after the execution and delivery of the Second Supplemental Indenture or any other indenture supplemental to this Indenture, executed and delivered subsequently to the Second Supplemental Indenture, an opinion of counsel (who may be of counsel for the Company) either stating that in the opinion of such counsel the Original Indenture and each indenture supplemental thereto, including this Second Supplemental Indenture, have been properly recorded and filed so as to make effective any lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and (b) on or before the first day of April in each year commencing with the year 1950, an opinion of counsel (who may be of counsel for the Company) either stating that in the opinion of such counsel such action has been taken with respect to recording, filing, re-recording and refiling of the Original Indenture and of each indenture supplemental thereto as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

SECTION 3. (a) The Company covenants that, if it shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which it shall agree with the Trustee, subject to the provisions of this Section, (1) that such paying agent shall hold in trust for the benefit of the Bondholders or the Trustee all sums held by such paying agent for the payment of the principal of or interest on the Bonds; and (2) that such paying agent shall give the Trustee notice of any default by the obligor in the making of any deposit with it for the payment of the principal of or interest on the Bonds