

respect of all Bonds issued and to be issued hereunder or in respect of one or more series thereof, or otherwise;

(b) to add to the covenants and agreements of the Company such further covenants or agreements as the Board of Directors of the Company shall consider to be 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;

(c) to describe the terms of any new series of Bonds as established by resolution of the Board of Directors of the Company pursuant to § 2.01 and § 2.02;

(d) to subject to the lien of this Indenture or to perfect the lien hereof upon, any additional properties of any character;

(e) to modify any of the provisions of this Indenture, provided (i) that no such modification (unless made pursuant to Article 12) 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 1976 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, and (iii) that the Trustee may in its uncontrolled discretion decline to enter into any such supplemental indenture which in its opinion may not afford adequate protection to the Trustee when the same shall become operative;

(f) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture or under any supplemental indenture as the Board of Directors of the Company may deem necessary or desirable and which shall not be inconsistent with the provisions of this Indenture or of any supplemental indenture and which shall not impair the security of the same or adversely affect the interests of the holders of the Bonds;

(g) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the

Indenture, without the execution or filing of any paper or the performance of any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such corporation shall be eligible under the provisions of § 15.01, and that, if such corporation shall not be qualified under the provisions of § 15.14, such corporation shall, within ninety (90) days after becoming such successor trustee, either become qualified under the provisions of said § 15.14 or resign in the manner and with the effect provided in said § 15.14. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original 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 Trustee may authenticate such Bonds either 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 Trustee shall have; provided, however, that the right to authenticate Bonds in the name of the Trustee shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

ARTICLE 16.

MISCELLANEOUS PROVISIONS.

§ 16.01. The Company may execute and file with the Trustee and the Trustee at the request of the Company may join in indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes, in addition to the purposes hereinbefore specifically provided for:

(a) to close this Indenture against or to restrict the issue of additional Bonds hereunder and the issue and purposes of issue of Bonds under this Indenture by imposing additional conditions and restrictions to be thereafter observed, whether applicable in