in payment of principal shall have continued for thirty days or more, and shall not have been cured; and (C) the Trustee shall not be deemed the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Mortgage, irrespective of any default thereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent, or depositary, or in any similar representative capacity.

(e) For the purposes of paragraph (b), the term "underwriter" when used with reference to an obligor upon the Notes means every person who, within three years prior to the time as of which the determination is made, was an underwriter of any security of such obligor outstanding at such time.

(f) When used in paragraphs (b) to (e), inclusive, unless the context otherwise requires—

(1) The term "underwriter" means any person who has purchased from an issuer with a view to, or offers or sells for an issuer in connection with, the distribution of any security, or participates or has a direct or indirect participation in any such undertaking, or participates or has a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a person whose interest is limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

(2) The term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

(3) The term "executive officer" means the president, every vice president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

(4) The term "obligor", when used with respect to the Notes, means every person who is liable thereon.

(5) The term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement, or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person; and a specified percentage of the voting securities of a person means such amount of the outstanding voting securities of a person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(g) The Company agrees that it will furnish or cause to be furnished to the Trustee between November 15 and November 30, inclusive, and May 15 and May 31, inclusive, of each year beginning with the year 1964, and at such other times as the Trustee may request in writing, all information in the possession or control of the Company as to the names and addresses of the holders of Notes. The Trustee shall preserve, in as current a form as is reasonably practicable, all such information so furnished to it.

SECTION 8.08. *No Liability for Acts of Other Trustees.* No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

ARTICLE IX

Supplemental Mortgages

SECTION 9.01. *To Correct, Cure Ambiguities, etc.* Without notice to or the consent of the holders of the Notes, the Company, when authorized by resolution of its Board of Directors, and the Trustees from time to time and at any time, subject to the conditions and restrictions in this Mortgage contained, may enter into a mortgage or mortgages supplemental hereto, which mortgage or mortgages