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erty. In the event the Company shall not have joined in the execution of such instruments and agreements within ten days after the receipt of a written request from the Trustee so to do, or in case an event of default, as defined in Subdivision (e) of § 10.01 of this Article 10, shall have occurred and be continuing, the Trustee may act under the foregoing provisions of this Section without the concurrence of the Company; and the Company hereby appoints the Trustee its agent and attorney to act for it under the foregoing provisions of this Section in either of such contingencies. The Company and the Trustee, at any time, by an instrument in writing executed by them jointly, may remove any Trustee appointed pursuant to the provisions of this Section, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such Trustee or Trustees, as the case may be, anything herein contained to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of any such instrument within ten (10) days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such Trustee and to appoint a successor Trustee without the concurrence of the Company; the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency. In the event that the Trustee alone shall have appointed a Trustee or Trustees or additional Trustee or additional Trustees pursuant to the provisions of this Section, it may at any time, by an instrument in writing, remove any such Trustee or additional Trustee so appointed, the successor to any such Trustee or additional Trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinbefore in this Section provided.

(b) Every Trustee hereunder, whether the Trustee originally named herein, or a successor Trustee, or a Trustee appointed pursuant to the provisions of Subdivision (a)

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(5) additional Trustees may resign in the same manner that the Trustee may resign under the provisions of Subdivision (f) of § 7.01 of Article 7 of this Indenture.

Any additional Trustee may at any time by an instrument in writing constitute the Trustee his agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion which he is authorized or permitted to do or exercise, for and in his behalf and in his name. In case any additional Trustee shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of such additional Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee, without the appointment of a new successor to such additional Trustee, unless and until a successor is appointed in the manner hereinbefore provided.

Whenever any moneys, bonds, or other obligations or securities are, under any provision of this Indenture, paid or delivered to, or deposited with, the Trustee, the rights in respect thereof under this Indenture shall be deemed to be vested in each of the Trustees hereunder, but nothing in this § 10.07 contained shall be deemed to affect or impair any power or right conferred by any provision of this Indenture upon the Trustee to apply, disburse or otherwise act or deal with respect to any moneys, bonds or other obligations or securities received or held by it as aforesaid.

Any request, approval or consent in writing by the Trustee to any additional Trustee shall be sufficient warrant to such additional Trustee to take such action as may be so requested, approved or consented to.

§ 10.08. In the event that any person shall at any time after February 1, 1949, become an obligor upon any of the bonds issued under this Indenture, so long as such person shall continue to be an obligor upon such bonds,

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of this Section, shall, to the extent permitted by law, be appointed and act and be such subject to the following provisions and conditions namely:

(1) the bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody, control and management of moneys, papers or securities shall be exercised, solely by Guaranty Trust Company of New York or its successor as Trustee hereunder;

(2) all other rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by Guaranty Trust Company of New York, or its successor as Trustee, or by it or its successor as Trustee and any additional Trustee or Trustees jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, Guaranty Trust Company of New York, or its successor as Trustee, shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such additional Trustee or Trustees as are competent or qualified under such law to perform such act or acts;

(3) no power given hereby to, or which it is provided may be exercised by, any Trustee or Trustees additional to Guaranty Trust Company of New York, or its successor as Trustee, shall be exercised hereunder by such additional Trustee or Trustees, except jointly with, or with the consent in writing of, said Guaranty Trust Company of New York, or its successor as Trustee, anything herein contained to the contrary notwithstanding;

(4) no Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder; and

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(a) the provisions of § 10.05 and Subdivisions (a) to (i), inclusive, of § 10.03 of this Article 10, of § 11.01 of Article 11 of this Indenture, of Subparagraph (4) of Subdivision (a) of § 11.04 of Article 11 of this Indenture, and of Subdivision (b) of § 13.01 of Article 13 of this Indenture shall be applicable to the Trustee and such obligor with the same effect as if the name of such obligor were substituted for that of the Company therein; and

(b) the provisions of § 10.04 of this Article 10, in addition to being applicable to the Trustee and the Company, shall be applicable to the Trustee and such obligor with the same effect as if the name of such obligor were substituted for that of the Company in said § 10.04.

ARTICLE 11.

BONDHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEE.

§ 11.01. (a) The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee, semi-annually on March 15 and September 15 of each year, and at such other times as the Trustee may request in writing, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company or of any of its paying agents (other than the Trustee), as to the names and addresses of the holders of bonds outstanding hereunder obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than fifteen (15) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date. The Trustee shall preserve any list so furnished to it until the receipt of a new list for the bonds so furnished, but upon receipt of a new list