

TITLE TO REAL ESTATE

interest thereon or in the amount of the principal obligation thereof without the consent of the holder of such bond.

Bonds owned and/or held by, and/or for account, and/or for the benefit or interest, of, the Company shall not be deemed outstanding for the purpose of any calculation of any outstanding bonds in this Article 13 provided for.

To obtain the consent of the bondholders to any action as aforesaid, the Company, or the Trustee at the written ~~at the written~~ request of the Company, shall send to each registered owner of bonds at their addresses shown by the books kept by the Trustee, a notice of the resolution adopted by the Board of Directors declaring it advisable to take the action proposed and requesting bondholders to consent to such action by filing a written consent with the Trustee on or before a date to be fixed in the resolution of the Board of Directors and to be stated in the notice. Such notice shall be mailed at least ten (10) days prior to the date on or before which consents to be accepted must be filed with the Trustee.

The Trustee, if sufficient consents of bondholders to the action proposed by the resolution of the Board of Directors have been received as of the date fixed for such receipt thereof in the notice, shall forthwith notify the Company and shall mail a notice to all such registered owners of bonds that the bondholders have consented to the action declared advisable by the Board of Directors; whereupon such action shall be deemed conclusively to be binding upon the Company, the Trustee and the holders of all bonds issued hereunder; provided, however, that no such consents of the bondholders or resolution of the Board of Directors of the Company, shall in any manner be so construed as to change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Nothing in this Article 13 contained shall be deemed or construed to authorize or permit, by reason of any consent of a bondholder, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee, to the Company or to the bondholders under any other provisions of this Indenture or of the bonds issued hereunder.

Bonds authenticated and delivered after the date of any consents to such action by bondholders may bear a notation in a form approved by the Trustee as to the action taken pursuant to this Article 13, and upon the demand of the holder of any bond outstanding after such action has been taken, upon presentation of his bond for the purpose at the principal office of the Trustee, the Company or the Trustee shall cause suitable notation to be made upon such bond by endorsement or otherwise as to any action taken pursuant to this Article 13. The Company or the Trustee may require outstanding to be presented for notation as aforesaid, if it shall see fit to do so. Instruments supplemental to this Indenture, embodying any action taken pursuant to this Article 13, may and, if so requested by the Trustee or the Company, shall be executed.

ARTICLE 14.

MISCELLANEOUS PROVISIONS.

§ 14.01. The Company may execute and file with the Trustee and the Trustee at the request of the Company shall 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 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;

(b) to subject to the lien of this Indenture or to perfect the lien thereof upon any additions, alterations, enlargements, improvements and betterments of any character to the mortgaged property;

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

(d) for any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental indentures which may be in effect from time to time; provided, however, that no restriction or obligation imposed hereby or by any supplemental indenture upon the Company with respect to any of the bonds then outstanding under this Indenture may be waived or modified by such supplemental indentures or otherwise, except as authorized by bondholders pursuant to Article 13 hereof, and nothing in this Article 14 contained shall effect or limit the right or obligation of the Company or any successor corporation to execute and deliver to the Trustee any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

§ 14.02. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to give to any person or corporation other than the parties