

(3) An opinion of counsel stating that:

- (a) No authorization by any commission or governmental authority is required by law for the valid issue of such Bonds except such authorizations as shall be evidenced by the copies of the orders or certificates delivered to the Trustee pursuant to (2) above;
- (b) In all other respects the Company is authorized by law and by the terms of this Indenture to issue such Bonds;
- (c) The authentication and delivery of such Bonds has been duly authorized by all requisite corporate action on the part of the Company;
- (d) The instruments delivered to the Trustee conform to the requirements of this Indenture and constitute sufficient authority hereunder for the Trustee to authenticate and deliver such Bonds;
- (e) Such Bonds when issued will constitute valid and binding obligations of the Company according to their terms and will be secured by this Indenture; and

(4) A certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company stating that no event of default, as defined in Section 2 of Article Seven hereof, has happened and is continuing,

the Trustee shall authenticate and deliver to the Company, or upon its written order, Bonds secured by this Indenture for a principal amount equal to the principal amount of First Mortgage Bonds stated in said certificate or certificates of the trustee under said First Mortgage to have been retired and cancelled through the sinking fund provisions of said First Mortgage.

ARTICLE THREE.

Supplemental Indentures.

SECTION 1. The Company, when authorized by a resolution of its Board of Directors, and the Trustee, from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for one or more of the following purposes:

- (a) To convey, transfer and assign to the Trustee and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional property then owned by the Company, acquired by it through consolidation, merger, purchase or otherwise.
- (b) To evidence the succession of another corporation to the Company or successive successions and assumptions by a successor corporation of the covenants and obligations of the Company under this Indenture.
- (c) To add to the covenants of the Company such further covenants as its Board of Directors and the Trustee shall consider to be for the protection of the mortgaged property and of the holders of Bonds issued under this Indenture, and to make the occurrence and

continuance of a default in any of such additional covenants an event of default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth, upon such terms as may be set forth in such supplemental indenture.

(d) For any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

SECTION 2. The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, not inconsistent with the terms of this Indenture and to accept the conveyance, transfer and assignment of any property thereunder.

ARTICLE FOUR.

Bondholders' Meetings.

SECTION 1. The Trustee may at any time call a meeting of the bondholders and shall from time to time call a meeting of such bondholders on the written request of the Company, made pursuant to a resolution of the Board of Directors of the Company, or on the written request of bondholders representing at least one-tenth of the principal amount of the Bonds outstanding at the time of the request, provided that it shall be furnished at the time of any such request with an amount sufficient to defray the cost of publishing notice of such meeting in accordance with the provisions of Section 2 of this Article. Every such written request shall set forth the purposes of such meeting in reasonable detail. In the event of the failure of the Trustee for twenty days to call a meeting after being thereunto requested as above set forth, the Company pursuant to a resolution of the Board of Directors of the Company, or the holders of outstanding Bonds to the amount above, specified in this Section, may call the meeting. In determining the percentage of the principal amount of the Bonds outstanding entitling the holders thereof to take any action under this Article, Bonds owned or held by or for the account of the Company or any corporation, company or person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, the Company shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such action, only Bonds which the Trustee knows are so owned shall be disregarded. Bonds so owned which have been pledged shall be regarded as outstanding if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee does not directly or indirectly control, and is not controlled by or under direct or indirect common control with, the Company. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Every such meeting of bondholders shall be held in the Borough of Manhattan, the City of New York, State of New York.

SECTION 2. Notice of every meeting of bondholders, setting forth the purpose of such meeting in reasonable detail, shall be given by publishing the same at least four times in one newspaper printed in the English language and customarily published on each business day and of general cir-