

In view of the provisions of the foregoing paragraph and so long as such provisions shall continue in effect, for the purposes of § 5.08 of the Indenture the Company may apply, in the manner set forth in said section, for the payment of cash (or the reduction of cash otherwise to be deposited with the Trustee) to an amount equal to one hundred fifty per cent. (150%) of any principal amount of bonds to the authentication of which the Company shall have become entitled under § 2.05 of the Indenture and this Section.

SECTION 3. The Company covenants that, after the authentication and delivery by the Trustee to the Company of an aggregate of \$40,000,000 principal amount of bonds of the 1979 Series and thereafter so long as any of the bonds of the 1979 Series or any of the bonds of the 2.65% Series shall remain outstanding, the Company will not (a) apply for the authentication and delivery of any bonds pursuant to § 2.01 of the Indenture; (b) apply, on the basis of any additional property which shall have been acquired or constructed by the Company prior to January 1, 1949, for the authentication and delivery of any bonds pursuant to § 2.05 of the Indenture to an aggregate principal amount exceeding twenty-six million dollars (\$26,000,000), or apply for any other action which may be requested (pursuant to §§ 2.04, 2.07 or 5.08 of the Indenture, Section 2 of Part Two of this supplemental indenture, or otherwise) in lieu of such authentication and delivery of bonds except on the basis that the Company is entitled to such authentication and delivery of bonds pursuant to said § 2.05 on the basis of additional property acquired or constructed prior to January 1, 1949 only to the extent set forth in this clause (b); or (c) apply, on the basis of any bonds or prior lien bonds paid, purchased or redeemed prior to the date of this supplemental indenture, for the authentication and delivery of any bonds pursuant to § 2.09 of the Indenture, or apply for any other action which may be requested (pursuant to §§ 2.04 or 5.08 of the Indenture, Section 2 of Part Two

PART FOUR.

ADDITIONAL ARTICLES

The original indenture is hereby supplemented and amended so as to insert therein, immediately following Article 9 thereof, new Articles 10, 11, 12, 13 and 14, reading, respectively, as follows:

ARTICLE 10.

ADDITIONAL PROVISIONS CONCERNING THE TRUSTEE.

The provisions of § 10.01 of this Article 10 shall supersede and take the place of the whole of Subdivisions (a) to (e), inclusive, and (g) of § 7.01 and the second sentence of § 7.07 of Article 7 of this Indenture.

§ 10.01. (a) Prior to the occurrence of any event of default and after all events of default which may have occurred shall have ceased to be continuing:

(1) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture with respect to the Trustee, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustee, upon any certificates or opinions furnished to the Trustee hereunder; but, in the case of any such certificates or opinions which by any provision of this Indenture are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

of this supplemental indenture, or otherwise) in lieu of such authentication and delivery.

SECTION 4. The Company covenants that, so long as any of the bonds of the 1979 Series or any of the bonds of the 2.65% Series are outstanding, it will not certify pursuant to § 2.06 of the Indenture any additional property which at the time of such certification is subject to the lien of any prior lien bonds for the purpose of establishing such prior lien bonds as refundable pursuant to the provisions of § 2.07 of the Indenture if the aggregate principal amount of such prior lien bonds shall exceed sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) of the net amount of such additional property subject to the lien of such prior lien bonds.

SECTION 5. So long as any of the bonds of the 1979 Series are outstanding, the amendment of paragraph (a) of § 2.08 of the original indenture which is contained in Section 4 of Article One of the supplemental indenture dated as of September 1, 1947, shall continue in full force and effect.

SECTION 6. The Company covenants that, so long as any of the bonds of the 1979 Series or any of the bonds of the 2.65% Series are outstanding, it will not apply, or direct the Trustee to apply, to the payment, purchase or redemption of bonds of any series secured by the Indenture, any proceeds received by the Company from the taking, through the exercise of the power of eminent domain or the exercise by any municipal or governmental body or agency of any right which it may have to purchase, any part of the mortgaged property, if the bonds so to be paid, purchased or redeemed with such proceeds aggregate in principal amount 10% or more of the aggregate principal amount of bonds of all series secured by the Indenture then outstanding unless the proceeds so applied are applied to the pro rata payment, purchase or redemption of bonds of all series secured by the Indenture then outstanding.

The Trustee undertakes, prior to the occurrence of any event of default and after all events of default which may have occurred shall have ceased to be continuing, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case any event of default shall occur and be continuing the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The holders of a majority in principal amount of the bonds at the time outstanding under this Indenture may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, hereunder, and the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any such direction.

Except as provided in this Subdivision (a), no provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, negligent failure to act or wilful misconduct.

(b) (1) The recitals and the statements of fact herein and in the bonds and coupons contained shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Indenture, or of any bonds or coupons issued hereunder, nor as to the security hereby or thereby afforded, nor as to the title of the Company to any of the property hereby mortgaged.

(2) The Trustee shall not be accountable for the use by the Company of any bonds authenticated and delivered