

ARTICLE 13.

MISCELLANEOUS ADDITIONAL PROVISIONS.

§ 13.01. (a) All moneys received by any Trustee whether as Trustee or paying agent shall, until used or applied as in this Indenture provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

(b) The Company will require each paying agent (other than the Company and the Trustee) to execute and deliver to the Trustee an undertaking that, subject to the provisions of this Section, such paying agent will hold in trust for the benefit of the bondholders or holders of coupons, as the case may be, all sums held by such paying agent for the payment of the principal of or premium (if any) or interest on the bonds and will give to the Trustee notice of any default by the Company in the making of any such payments. Such paying agent shall not be obligated to segregate such sums from other sums of such paying agent except to the extent required by law.

(c) Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other purpose, cause to be paid to the Trustee all sums held in trust by any paying agent as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

§ 13.02. Nothing in §§ 6.03 or 6.25 of Article 6 of this Indenture or elsewhere in this Indenture contained shall affect or impair the right of any bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on his bonds at and after the maturity thereof as therein expressed or as accelerated by

rities, by contract, or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

§ 13.04. Notwithstanding anything to the contrary contained elsewhere in this Indenture, the parties to this Indenture and the bondholders agree that the court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against any Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this Section shall not apply to any suit instituted, directly or through an agent or agents, by any Trustee, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per cent. (10%) in principal amount of the bonds outstanding, or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on his bonds at and after the maturity of such principal or interest as expressed in such bonds.

ARTICLE 14.

MEETINGS OF BONDHOLDERS.

§ 14.01. In addition to (i) modifications and alterations of this Indenture which may be made pursuant to the provisions of § 9.04 of Article 9 and (ii) modifications and alterations of the provisions of any indenture supplemental hereto which may be made pursuant to any express provision contained in such supplemental indenture, modi-

call for redemption thereof, or the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest and premium, if any, on each of the bonds issued hereunder to the respective holders thereof at the time and place expressed in said bonds and the coupons appertaining thereto and in said notice of redemption, if any; provided, however, that no bondholder shall be entitled to take any action or institute any such suit to enforce the payment of his bonds, whether for principal, interest or premium, if and to the extent that the taking of such action or the institution or prosecution of any such suit or the entry of judgment therein would under applicable law result in a surrender, impairment, waiver or loss of the lien of this Indenture upon the mortgaged and pledged property, or any part thereof, as security for bonds held by any other bondholder.

§ 13.03. For the purposes of this Indenture, the term "independent", when applied to any accountant, engineer, appraiser or other expert, shall mean such a person who (a) is in fact independent; (b) does not have any substantial interest, direct or indirect, in the Company or in any other obligor upon the bonds issued hereunder or in any person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, the Company or any such other obligor; and (c) is not connected with the Company or any other obligor upon the bonds issued hereunder or any person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, the Company or any such other obligor, as an officer, employee, promoter, underwriter, trustee, partner, or person performing similar functions.

For the purposes of this Indenture, the term "control" shall mean the power to direct the management and policies of a person, directly or through one or more intermediaries, whether through the ownership of voting secu-

fications and alterations of this Indenture, of any indenture supplemental hereto, and of the rights and obligations of the Company and of the holders of the bonds and coupons may be made as hereinafter provided in this Article 14.

§ 14.02. The Trustee may at any time call a meeting of the bondholders, and it shall call such a meeting on the written request, stating in general terms the business to be submitted, of the Company. In the event of the Trustee's failing for ten days to call a meeting after being thereunto requested as above set forth, the Company pursuant to resolution of the Board of Directors, may call such meeting. Such meeting may also be called at any time by not less than ten per cent. (10%) of the bondholders. Every such meeting called at the instance of the Trustee shall be held at the principal office of the Trustee, but if called by or at the request of the Company, or by the bondholders, it shall be held at such place in the Borough of Manhattan, The City of New York, New York, as may be specified in the notice calling such meeting or in the request that such meeting be called. If such meeting is called by the Trustee, written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Trustee not less than thirty days before such meeting,

(a) to the bondholders in the manner and to the extent provided in Subdivision (c) of § 11.03 of Article 11, and

(b) to the Company,

and shall be published by the Trustee at least once in each of four successive calendar weeks (in each case on any day of the week) immediately preceding the meeting in a daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, New York (hereinafter in this