

attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting. The Company shall deliver to the Inspectors of Votes, after their designation and prior to any vote of bondholders which may be taken at such meeting upon any resolution providing for a modification or alteration of this Indenture or any indenture supplemental hereto or of the rights or obligations of the Company or of the holders of the bonds and coupons, an officers' certificate stating the principal amount of bonds owned or held by, for the account of or for the benefit or interest of, the Company and identifying such bonds by serial number or otherwise.

§ 14.05. The holders of not less than sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) of the bonds entitled to be voted at any such meeting (or persons having the right to vote such bonds) must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn. If such meeting is adjourned by less than a quorum for more than seven days, notice thereof shall forthwith be mailed by the Trustee, if such meeting shall have been called by the Trustee, to the persons specified in Subdivisions (a) and (b) of § 14.02 of this Article 14, and shall be published at least once (in each case on any day of the week) in each seven days' period of such adjournment in an Authorized Newspaper. The failure to mail such notice as aforesaid shall in no case affect the validity of any action taken at any meeting held pursuant to such adjournment. If such meeting shall have been called by the Company after failure of the Trustee to call the same upon being requested so to do in accordance with § 14.02 of this Article 14, or by the bondholders, notice of such adjournment shall be given by the Chairman and Secretary of the meeting in an Authorized Newspaper for the number of times above specified in this Section and shall be sufficient if so given.

rely upon an opinion of counsel with respect to the extent, if any, as to which any action taken under this Article 14 affects the rights under this Indenture or under any indenture supplemental hereto of any holders of bonds then outstanding.

§ 14.07. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and a copy of the notice of adjournment thereof, if required under § 14.05 of this Article 14, and showing that said notices were published as provided in § 14.02 of this Article 14 and, in a proper case, as provided in § 14.05 of this Article 14. Such record shall be signed and verified by the affidavits of the permanent Chairman, the permanent Secretary of the meeting, and a duly authorized representative of the Trustee if such a representative was present at the meeting, and one duplicate thereof shall be delivered to the Company and the other to the Trustee for preservation by it. Any record so signed and verified shall be proof of the matters therein stated until the contrary is proved, and such meeting shall be deemed conclusively to have been duly convened and held, and any resolution or proceeding stated in such record to have been adopted or taken shall be deemed conclusively to have been duly adopted or taken by such meeting. A true copy of any resolution adopted by such meeting shall be mailed by the Trustee to the bondholders in the manner and to the extent provided in Subdivision (c) of § 11.03 of Article 11 and a copy or summary thereof shall be published by the Company at least once in an Authorized Newspaper, the first publication to be made not more than fifteen days after the adoption of such resolution. Proof of such publication and mailing shall be given by filing with the Trustee the affidavit or affidavits

§ 14.06. Any modifications or 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 in any particular may be made at a meeting of bondholders duly convened and held in accordance with the provisions of this Article 14, but only by a resolution duly adopted by the affirmative vote, in person or by proxy, of the holders of sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) or more of the bonds entitled to be voted upon any such modification or alteration (or of the persons having the right to vote such bonds) when such meeting is held, and approved by resolution of the Board of Directors as hereinafter specified; but no such modification or alteration shall be made which will permit the extension of the time or times of payment of the principal at maturity of, or the interest or premium, if any, on, any bond, or a reduction in the rate of premium or interest thereon, or otherwise affect the terms of payment of the principal at maturity of, or the interest or premium, if any, on, any bond, or affect the right of any bondholders to institute suit for the enforcement of any such payment on or after the respective due dates expressed in the bonds, or in the coupons appertaining thereto, all of which shall always be unconditional, or reduce the percentage required by this Article 14 for the taking of any action under this Article 14; nor shall any action permitted under this Article and taken at any meeting of the bondholders affect the rights under this Indenture or any indenture supplemental hereto of the holders of one or more, but less than all, of the series of bonds outstanding hereunder, unless such action shall also have received the affirmative vote, in person or by proxy, of the holders of at least sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) of the bonds of each of the series so affected (or of the persons having the right to vote such bonds) entitled to be voted upon any such action when such meeting is held. Subject to the provisions of § 10.01 of Article 10, for all purposes of this Article 14, the Trustee shall be entitled to

of some person or persons having knowledge of the facts. No such bondholders' resolution shall be binding unless approved by the Board of Directors of the Company as evidenced by a certified resolution filed with the Trustee, and any resolution of bondholders so adopted and approved shall be deemed conclusively to be binding upon the Company, the Trustee and the holders of all bonds and coupons, except as otherwise specifically provided in this Article 14; provided, that no such resolution of the bondholders, or of the Board of Directors, shall in any manner be so construed as to change or modify any of the rights, duties or immunities of the Trustee without its written assent thereto. Nothing in this Article 14 contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of bondholders or of any right expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the bondholders under any of the provisions of this Indenture or of the bonds.

§ 14.08. Bonds authenticated and delivered after the adoption of any bondholders' resolution or the giving of any bondholders' consent pursuant to § 14.09 of this Article 14 (if such resolution or consent has been approved by the Board of Directors of the Company) may bear a notation, in form approved by the Trustee, as to the action taken at meetings of bondholders theretofore held and as to consents of bondholders theretofore given pursuant to such Section, and, in such case, upon demand of the holder of any bond outstanding at the date of any such meeting or consent and presentation of his bond for the purpose at the principal office of the Trustee, the Company shall cause suitable notation to be made on such bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held and as to any such consent of bondholders theretofore given. If the Company or the