

the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as such 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; but the provisions of this § 16.02 shall not apply to any suit instituted by the Trustee, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per centum (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 any Bond, on or after the respective due dates expressed in such Bond.

*None of the provisions of the following § 16.03 shall be effective for any purpose unless and until this Indenture shall be qualified under the Trust Indenture Act of 1939. Upon such qualification, however, all such provisions shall become effective for all purposes.*

§ 16.03. If and to the extent that any provision of this Indenture limits, qualifies, or conflicts with another provision of this Indenture required to be included herein by the Trust Indenture Act of 1939, such required provision shall control.

§ 16.04. 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 hereto and the holders of Bonds and coupons, any legal or equitable right, remedy or claim under or in respect of this Indenture or under any covenant, condition or provision herein contained; all such covenants, conditions and provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds and coupons.

§ 16.05. Nothing in this Indenture or in the Bonds issued hereunder, expressed or implied, is intended or shall be construed to prevent

Company and the acceptance by a successor corporation of the provisions contained in the Bonds issued hereunder and in this Indenture and in any and every supplemental indenture; and/or

(h) to add to the provisions of this Indenture such provisions (including, without limiting the generality of the foregoing, provisions relating to the powers, duties or obligations of the Trustee, or imposing requirements in addition to those set forth herein with respect to the qualification or disqualification of the Trustee) which would at the time be required in an indenture then to be qualified under the Trust Indenture Act of 1939, except that nothing herein contained shall permit or authorize the inclusion in any indenture supplemental hereto of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental indenture which may be in effect from time to time; provided, however, that nothing in this Article 16 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 it.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture authorized or permitted by the terms of this Indenture, and to make the further agreements and stipulations which may be therein contained.

The Trustee may, to the extent permitted by § 15.02 and § 15.03, receive an opinion of counsel as conclusive evidence that any supplemental indenture is authorized and permitted by the terms of this Indenture and that it is proper for the Trustee under the provisions of this § 16.01 to join in the execution thereof.

§ 16.02. All parties to this Indenture agree, and each holder or owner of any Bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for