

by the Company and authenticated by the Corporate Trustees; and upon the written order of the successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed with respect to the authentication and delivery signed and delivered by the proper officers of the Company to the Corporate Trustees for authentication, and any of such bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed and delivered to the Corporate Trustees for such purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said bonds had been issued at the date of the execution hereof. The Indenture in this Section provided for if made shall never be construed as a novation, alteration or amendment of or to this Indenture, but as a part of this Indenture and in pursuance of its terms, and nothing herein contained shall be construed as authorizing or permitting the execution of any indenture which shall impair or have the effect of impairing the lien or security of this Indenture, and no such consolidation, merger, conveyance or transfer, and no such agreement or assumption of indebtedness shall release the Company (unless its identity be merged or consolidated with that of the successor corporation) from its liability upon the bonds issued hereunder.

SECTION 3. The word "Company," wherever used in this Indenture, shall include any successor corporation which shall have complied with all of the provisions of this Article, and any order, certificate or resolution of the Board of Directors or officers of the Company provided for under this Indenture may be made by like officials of such successor corporation.

SECTION 4. At any time prior to the exercise of any power by this Article reserved to the Company or a successor corporation, the Company may surrender any power so reserved to the Company or to such successor corporation, provided that by so doing the lien of this Indenture is in nowise affected, by delivering to the Corporate Trustees instruments in duplicate in writing executed by its President or a Vice President under its corporate seal attested by its Secretary or an Assistant Secretary, accompanied by the affidavit of its Secretary or an Assistant Secretary, that the execution of such instrument was authorized by the vote of two-thirds of the entire Board of Directors of the Company given at a meeting duly called and held, and by delivering to the Corporate Trustees certified copies in duplicate of such resolutions of the Board of Directors of the Company certified by its Secretary or an Assistant Secretary under its corporate seal to have been duly adopted and to be still in force; and thereupon the power so surrendered shall terminate.

ARTICLE XIV

CONCERNING THE TRUSTEES.

SECTION 1. The Trustees for themselves and their successors hereby accept the trusts established by this Indenture but only upon the terms and conditions hereof, including the following, all of which shall bind the Company and the holders of the bonds and coupons appertaining thereto:

- (a) It shall be no part of the duty of the Trustees to see to any recording, registry or filing of this Indenture or of any supplemental indenture or instrument of further assurance or to give any notice thereof or to effect or renew any insurance or to see to the collection or application of any insurance moneys or to see to the payment of or be under any duty in respect of any tax