

outstanding, shall be binding upon the holders of all of the bonds hereby secured and upon the Trustee and/or Co-Trustee as effectually as though such action were specifically and expressly authorized by the terms of this Mortgage; provided always that the obligation of the Company to pay the principal of the bonds at maturity with interest thereon shall continue unimpaired. Any modifications of the provisions of this Mortgage so made as aforesaid shall be set forth in a supplemental indenture between the Trustee, the Co-Trustee and the Company which shall be recorded in the same manner as this Mortgage.

SECTION 2. The Company may from time to time by a supplemental indenture executed by Supplemental Mortgages May be Executed the Company pursuant to a resolution evidencing appropriate corporate action, and by the Trustee (a) impose upon the Company conditions or restrictions additional to those contained in this Mortgage with respect to releasing the property from the lien of this Mortgage and/or the proceeds of insurance money and the proceeds of released property and/or (b) undertake covenants additional to, but not inconsistent with, those contained in this Mortgage and/or (c) create one or more additional sinking funds for the benefit of all the bonds hereby secured.

From and after the execution of any such supplemental indenture, the covenants and conditions contained therein shall be deemed a part of this Mortgage and shall bind the Company and the Trustee and/or Co-Trustee as effectually as the covenants and conditions in this Mortgage at the time of its execution and the Trustee and/or Co-Trustee and the bondholders shall have the same remedies for breach thereof as are provided with respect to breach of the provisions and covenants now contained in this Mortgage.

ARTICLE XI.

DISCHARGE OF MORTGAGE.

If the Company, its successors or assigns, shall pay or cause to be paid all the bonds and coupons hereby secured as they severally mature and become due or shall provide for the payment of such bonds and coupons as they mature by depositing with the Trustee hereunder the amount or amounts due thereon, or in case of unmatured bonds called for redemption by depositing with the Trustee on the date fixed for redemption or prior thereto the redemption price of the bonds so called with the interest to the date of redemption, together with proof satisfactory to the Trustee that said bonds have been properly called and also pay all sums payable hereunder by the Company and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this Mortgage expressed to be kept, performed and observed by and on its part, then these presents and the estate and rights hereby created shall cease, determine and be void and thereupon the Trustee and/or Co-Trustee, upon being furnished with satisfactory proof that all things aforesaid have been duly paid and done, shall upon request cancel and discharge this Mortgage and execute and deliver to the Company such deeds and other instruments as shall be requisite to satisfy and discharge the lien hereof and reconvey to the Company the estate and title hereby conveyed and assign and deliver to the Company any property subject to the lien hereof which may then be in its possession.

The holders of the bonds which shall or may be issued hereunder expressly consent and agree that as a condition to their question of the same, the Trustee be and is hereby authorized to execute the releases and discharges herein provided for and, where the law so requires, may do so for and on behalf of the bondholders the same as if the bondholders themselves were acting.

ARTICLE XII.

CONDITIONS ON WHICH TRUSTEE AND CO-TRUSTEE ACCEPT TRUST.

SECTION 1. The Trustee and Co-Trustee each for itself and its successor or successors, General Provisions For Protection of Trustee *and Co-Trustee* accept the trusts of this Mortgage and agrees to execute them but only upon the following