

authenticated, delivered and held, and that all the trust estate is to be held and applied subject to the covenants, conditions, uses and trusts herein and in the Indenture set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in said trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE 1.

THE TRUSTEES.

The Trustees hereby accept the trusts hereby declared and provided, and agree to perform the same upon the terms and conditions in the Indenture and in this Fifth Supplemental Indenture set forth.

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

ARTICLE 2.

The Original Indenture, as heretofore supplemented and modified and as supplemented by this Fifth Supplemental Indenture, is in all respects ratified and confirmed; and the Original Indenture, as heretofore supplemented and modified, and this Fifth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

ARTICLE 3.

MISCELLANEOUS PROVISIONS.

SECTION 1. All terms contained in this Fifth Supplemental Indenture which are defined in *Article 1* of the Indenture, shall for all pur-