

ARTICLE TO THE TRUSTEES OR TO THE BONDHOLDERS MAY BE EXERCISED FROM TIME TO TIME, AND AS OFTEN AS MAY BE DEEMED EXPEDIENT BY THE TRUSTEES OR BY THE BONDHOLDERS.

#### ARTICLE VII.

SECTION 1. FROM TIME TO TIME THE HOLDERS OF THREE-FOURTHS IN AMOUNT OF ALL THE BONDS HEREBY SECURED FOR THE TIME BEING OUTSTANDING, BY AN INSTRUMENT OR INSTRUMENTS IN WRITING SIGNED BY SUCH HOLDERS, SHALL HAVE POWER (1) TO ASSENT TO AND AUTHORIZE THE RELEASE OF ANY PART OF THE MORTGAGED PROPERTY WITHOUT PREJUDICE TO THE POWERS CONFERRED UPON THE TRUSTEES AND THE COMPANY BY ARTICLE X HEREOF, AND (2) TO WAIVE ANY DEFAULT, AND ANY RIGHTS ARISING BY REASON OF ANY DEFAULT, UNDER ANY PROVISION OF THIS INDENTURE, AND (3) TO ASSENT TO AND AUTHORIZE ANY MODIFICATION OF THE PROVISIONS OF THIS INDENTURE THAT SHALL BE PROPOSED BY THE COMPANY, RECOMMENDED BY THE BANKERS AND CONSENTED TO BY THE TRUST COMPANY; AND ANY ACTION HEREIN AUTHORIZED TO BE TAKEN WITH THE ASSENT OR AUTHORITY GIVEN AS AFORESAID OF THE HOLDERS OF THREE-FOURTHS IN AMOUNT OF THE BONDS HEREBY SECURED FOR THE TIME BEING OUTSTANDING SHALL BE BINDING UPON THE HOLDERS OF ALL OF THE BONDS HEREBY SECURED AND UPON THE TRUSTEES, AS FULLY AS THOUGH SUCH ACTION WERE SPECIFICALLY AND EXPRESSLY AUTHORIZED BY THE TERMS OF THIS INDENTURE; AND THE TRUSTEES SHALL INCUR NO OBLIGATION OR LIABILITY BY REASON OF TAKING PART IN ANY SUCH ACTION; PROVIDED, ALWAYS, THAT THE OBLIGATION OF THE COMPANY TO PAY THE PRINCIPAL OF SAID BONDS AT THEIR RESPECTIVE MATURITIES, WITH THE INTEREST THEREON, SHALL CONTINUE UNIMPAIRED, AND THAT NO WAIVER OF ANY DEFAULT SHALL EXTEND TO OR AFFECT ANY SUBSEQUENT DEFAULT OR IMPAIR ANY RIGHT CONSEQUENT THEREON, AND PROVIDED, FURTHER, THAT NO WAIVER OR MODIFICATION OF ANY RIGHTS WHICH SHALL HAVE BEEN SPECIALLY CONFERRED UPON THE HOLDERS OF ANY PARTICULAR SERIES OF BONDS SHALL BE EFFECTIVE UNLESS ASSENTED TO BY THE HOLDERS OF THREE-FOURTHS IN AMOUNT OF THE BONDS OF SUCH PARTICULAR SERIES. ANY MODIFICATION OF THE PROVISIONS OF THIS INDENTURE SO MADE AS AFORESAID SHALL BE SET FORTH IN A SUPPLEMENTAL INDENTURE BETWEEN THE TRUSTEES AND THE COMPANY WHICH SHALL BE RECORDED IN THE SAME MANNER AS THIS INDENTURE.

SEC. 2. WITHOUT PREJUDICE TO THE PROVISIONS OF SECTION 1 OF THIS ARTICLE, OR TO ANY OTHER PROVISION OF THIS INDENTURE, THE COMPANY MAY FROM TIME TO TIME BY A SUPPLEMENTAL INDENTURE EXECUTED BY THE COMPANY PURSUANT TO A RESOLUTION OF ITS BOARD OF DIRECTORS AND BY THE TRUSTEES, AND RECORDED IN LIKE MANNER AS THIS INDENTURE,

- (A) CREATE ONE OR MORE SINKING FUNDS FOR THE BENEFIT OF ALL THE BONDS HEREBY SECURED, OR OF ANY PARTICULAR SERIES (ONE OR MORE) OF SUCH BONDS AND/OR
- (B) IMPOSE UPON THE COMPANY CONDITIONS OR RESTRICTIONS ADDITIONAL TO THOSE CONTAINED IN THIS INDENTURE RESPECTING THE ISSUANCE OF ADDITIONAL BONDS, THE RELEASE OF PROPERTY FROM THE LIEN OF THIS INDENTURE AND/OR THE APPLICATION OF THE PROCEEDS OF INSURANCE MONEYS AND/OR THE PROCEEDS OF RELEASED PROPERTY, AND/OR
- (C) UNDERTAKE COVENANTS ADDITIONAL TO BUT NOT INCONSISTENT WITH THOSE CONTAINED IN THIS INDENTURE, AND/OR
- (D) EXTINGUISH OR CURTAIL ANY RIGHT OR PRIVILEGE CONFERRED UPON OR RESERVED TO THE COMPANY UNDER ANY PROVISION OF THIS INDENTURE, AND/OR
- (E) MAKE SUCH PROVISION IN REGARD TO MATTERS OR QUESTIONS ARISING UNDER THIS INDENTURE AS MAY BE NECESSARY OR DESIRABLE AND NOT INCONSISTENT WITH THIS INDENTURE.

THE TRUSTEES ARE HEREBY AUTHORIZED TO JOIN WITH THE COMPANY IN THE EXECUTION OF ANY SUCH SUPPLEMENTAL INDENTURE, TO MAKE THE FURTHER AGREEMENTS AND STIPULATIONS WHICH MAY BE THEREIN CONTAINED, AND TO ACCEPT THE CONVEYANCE, TRANSFER AND ASSIGNMENT OF ANY PROPERTY WHICH MAY BE COVERED THEREBY. EVERY SUCH SUPPLEMENTAL INDENTURE SHALL