

holders of all of the bonds at any time outstanding hereunder and upon the Trustees as fully as though such action were specifically and expressly authorized by the terms of this Indenture, provided always (i) that the obligation of the Company to pay the principal of said bonds at their respective maturities and the interest thereon as the same shall from time to time become due, shall continue unimpaired, (ii) that no modification hereof shall give to any bond or bonds hereby secured any preference over any other bond or bonds hereby secured, and that no modification of any right which shall have been specifically provided in respect of any particular series of bonds shall be effective unless assented to by the holders of eighty per cent. (80%) in aggregate principal amount of bonds outstanding hereunder of such particular series, (iii) that no such modification shall authorize the creation of any lien prior or equal to the lien of this Indenture upon any of the mortgaged property, and (iv) no such modification shall in any manner affect any of the rights or obligations of the Trustees, or either of them, without their, its or his written assent thereto; and provided further, that, anything in this Section to the contrary notwithstanding, the holders of eighty per cent. (80%) in aggregate principal amount of bonds outstanding hereunder of any particular series shall have power to waive any right specifically provided in respect of that series, and to assent to any modification of any such right which shall be proposed by the Company, subject, however, to the provisions of clauses (i), (ii), (iii) and (iv) of this Section. 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, if deemed advisable by counsel, be recorded and/or filed in the same manner as this Indenture and the Trustees, and each of them, shall be fully protected in acting in accordance therewith.

SECTION 17.05. In addition to any supplemental indenture otherwise authorized or permitted by this Indenture, the Company, by resolutions adopted by its Board of Directors from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, and without the consent of or notice to the bondholders, may execute an indenture or indentures supplemental hereto, and which thereafter shall form a part hereof, for any one or more or all of the following purposes

- (a) To add to the conditions, limitations and restrictions of the authorized amount, terms, provisions, purposes of issue, authentication and delivery of bonds specified herein, other conditions, limitations and restrictions thereafter to be observed with respect to the bonds or any one or more series thereof;
- (b) To add to the covenants and agreements of the Company in this Indenture contained other covenants and agreements thereafter to be observed;
- (c) To provide for the creation of any series of bonds other than Series A;
- (d) To evidence the succession of another corporation to the Company, or successive successions, and the assumptions by a successor corporation of the covenants and obligations of the Company and the acceptance by the successor corporation of the provisions in the bonds hereby secured and in this instrument and in any and every supplemental indenture contained;
- (e) To convey, transfer and assign to the Trustees, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional properties, permits and franchises hereafter acquired by the Company through consolidation or merger, or by purchase or in any other manner whatsoever;
- (f) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provisions contained in this instrument or any indenture supplemental hereto;
- (g) To make this Indenture conform to the Trust Indenture Act of 1939 or similar legislation or otherwise to add to the duties and obligations of the Trustees, or either of them, but no such supplemental indenture which shall add to the duties and obligations of any trustee hereunder shall be made without the written consent of such trustee.

SECTION 17.06. No supplemental indenture shall become effective until it shall have been executed by the Trustees and the Trustees are hereby authorized to join with the