per centum (70%) in aggregate principal amount of the bonds then outstanding, to

(a) sanction any change or alteration of any provision in this Indenture and any modification or compromise of the rights of the bondholders against the Company or against its property (including those pertaining to any sinking or other fund), whether such rights shall arise under the provisions of this Indenture, or otherwise, *provided* that no such change or alteration which, in the opinion of the Trustee, affects the rights, duties or immunities of the Trustee under this Indenture, may be made without the consent of the Trustee;

(b) require the Trustee on having entered into or taken possession of the mortgaged property, or any part thereof, to restore the same to the Company upon such conditions as the bondholders may direct;

(c) require the Trustee to exercise or refrain from exercising any of the powers conferred upon it by this Indenture and to direct the manner of the exercise of any such power or waive any default on the part of the Company other than the non-payment of any principal moneys at maturity, or the non-payment of interest when and as the same may become due and payable, upon such terms as may be decided upon;

(d) authorize the Trustee in its discretion to bid at any sale of the mortgaged property, or any part thereof, and to tender in payment or part payment on account of any property so purchased, all or any part of the bonds then outstanding which may be placed at its disposal for that purpose and to give the Company a valid discharge in respect of the amount of bonds so tendered, and to hold any property so purchased in trust for all of the holders of outstanding bonds *pro rata* in proportion to the amounts held by them respectively before making such tender.

Provided, however, that any resolution affecting one or more (but less than all) series of bonds issued hereunder shall be required to be adopted only by (i) the affirmative vote of the holders of at least

70% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of the holders of a majority in aggregate principal amount of all of the bonds then outstanding; and *further provided,* that the foregoing enumeration of specific powers shall not restrict the powers of a meeting of bondholders to make any modifications thereof which they may deem necessary, but that, anything in this Article to the contrary notwithstanding, the bondholders, without the consent of the holder of each bond affected, shall have no power to extend the time of payment of the principal of, or of the interest or premium, if any, on, any bonds, or to reduce the principal amount thereof or the rate of interest or the premium, if any, thereon, or otherwise to modify the terms of payment of such principal or interest, or premium, if any, or to permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture on any of the mortgaged property, or to deprive any non-assenting bondholder of the benefit of a lien upon the mortgaged property for the security of his bonds (subject only to permitted encumbrances and to any other liens existing upon said property which are prior hereto at the date of the calling of any such bondholders' meeting or of the giving of written consent under the provisions of Section 15.10) or to reduce the percentage of bonds authorized to take action under the provisions of this Article; *provided, however,* that the prohibition against the modification of the terms of payment of the principal of, or premium, if any, or interest on, any bonds hereinabove contained shall not prevent the change or alteration of provisions of the Indenture, which such changes or alterations effect a waiver, abolition, reduction or increase of any sinking or other fund, or change or alter the method of its operation or application. For all purposes of this Article, the Trustee shall, subject to the provisions of Sections 13.02 and 13.03, be entitled to rely upon an opinion of counsel with respect to the extent, if any, to which any action taken at such meeting affects the rights, under this Indenture or under any indenture supplemental hereto, of any holders of bonds then outstanding hereunder.