

delivered and to be authenticated and delivered hereunder or in respect of one or more series thereof, or otherwise;

(b) to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed and to surrender any right or power herein reserved to or conferred upon the Company although the freedom of action of the Company may be materially restricted thereby;

(c) 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 hereafter acquired by the Company, whether through consolidation, merger or by purchase or otherwise and to correct or amplify the description of any properties at any time subject to the lien of this Indenture;

(d) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture;

(e) to modify any of the provisions of this Indenture or to relieve the Company from any of the obligations, conditions or restrictions herein contained, provided that no such modification shall be or become operative or effective which shall in any manner impair any of the rights of the Bondholders or of the Trustees, while any Bonds of any series established prior to the execution of such supplemental Indenture shall remain outstanding, and provided, further, that such supplemental Indenture shall be specifically referred to in the text of all Bonds of any series, established after the execution of such supplemental Indenture;

(f) to set forth the terms of the Bonds of any series which may be issued in addition to the Bonds of 1975 Series;

(g) to modify, amend or supplement this Indenture or any Indenture supplemental hereto in such a manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion in any Indenture supplemental hereto of the provisions referred to in Section 316 (a) (2) of said Trust Indenture Act of 1939, as amended, or any corresponding provision provided for in any similar Federal statute hereafter in effect; or

(h) for any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity or error, correcting or supplementing any defect or inconsistent provision contained in this Indenture or any supplemental Indenture;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental Indentures which may be in effect from time to time; but no restriction or obligation imposed hereby or by any supplemental Indenture upon the Company with respect to any of the Bonds or series of Bonds then outstanding under this Indenture may, except as otherwise provided in this Indenture, be waived or modified by such supplemental Indentures, or otherwise. Nothing in this Article 16 contained shall affect or limit the right or obligation of the Company to execute and deliver to the Trustees any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustees, and it shall not be necessary for the Trustees to join with the Company in the execution of any supplemental mortgage of after-acquired property executed and delivered in accordance with the provisions of § 16.01(c). Any supplemental Indenture authorized by the provisions of this § 16.01 may be executed by the Company and the Trustees without the consent of any of the Bondholders.

§ 16.02. The Trustees are hereby authorized to join with the Company in the execution of any such supplemental Indenture authorized or permitted by the terms of this Indenture, and to make the further agreements and stipulations which may be therein contained, and, subject to the provisions of § 15.02, the Trustees may receive an opinion of counsel as conclusive evidence that any supplemental Indenture executed pursuant to the provisions of this Article 16 complies with the requirements of this Article 16.

ARTICLE 17.

Consent of Bondholders.

§ 17.01. Any modifications or alterations of this Indenture, of any Indenture supplemental hereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons in any particu-