

lar may be made with the written consent or consents of the holders of Bonds at the time outstanding as provided in § 17.04; but no such modification or alteration shall be made which will permit the extension of the time or times of payment of the principal of or the interest or premium, if any, on any Bond, or a reduction in the rate of interest or premium thereon, or which will otherwise affect the terms of payment of the principal of, or interest or premium, if any, on any Bond (including any sinking fund provisions), or the creation of any lien ranking prior to, or on a parity with, the lien of the Indenture with respect to any of the mortgaged property, or the deprivation of any Bondholder of the benefit of the lien of the Indenture upon the mortgaged property for security of his Bonds, or reduce the percentage required by § 17.04 or this § 17.01 for the taking of any action under this § 17.01, nor shall any action permitted under this § 17.01 affect the rights under this Indenture or any Indenture supplemental hereto, of the holders of one or more, but less than all, of the series of Bonds outstanding hereunder, unless such action shall also have received the written consent of the holders of at least 65% in principal amount of the Bonds at the time outstanding of each of the series so affected. For all purposes of this Article 17 the Trustees shall be entitled to rely upon an opinion of counsel with respect to the extent, if any, as to which any action taken pursuant to any such written consent affects the rights under this Indenture or under any Indenture supplemental hereto of any holders of Bonds then outstanding.

§ 17.02. No such Bondholders' consent to any modifications or alterations shall become effective until such modifications or alterations shall have been approved by the Board of Directors as evidenced by a certified resolution filed with the Trustee, whereupon such modifications or alterations shall be deemed conclusively to be binding upon the Company, the Trustee and the holders of all Bonds and coupons and shall become a part of this Indenture for all purposes; provided that no such modifications or alterations changing or modifying any of the rights or obligations of the Trustee, or either of them, shall become effective without its or his written consent thereto.

§ 17.03. Bonds authenticated and delivered after the effective date of any Bondholders' consent may bear a notation, in form approved by the Trustee, as to the action taken pursuant to such consent, and, in such case, upon demand of the holder of any Bond outstanding at the date of any such action and presentation of his Bond for the purpose at the principal office of the Trustee, the Company shall cause suitable notation to be made on such Bond by endorsement or otherwise as to any action taken pursuant to any such Bondholders' consent. If the Company or the Trustee shall so determine, new Bonds so modified that they will, in the opinion of the Trustee and the Board of Directors, conform to such Bondholders' consent, shall be prepared, authenticated and delivered, and such new Bonds shall be exchanged for Bonds of the same series and maturity then outstanding hereunder, upon demand of, and without cost to, the holders thereof, upon surrender of such Bonds with all unmatured coupons appertaining thereto. The Company or the Trustee may require Bonds to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any Indenture supplemental hereto, or of the rights and obligations of the Company or of the holders of the Bonds and coupons made with the consent of Bondholders approved by resolution of the Board of Directors, as aforesaid, may be executed by the Trustee and the Company; and upon demand of the Trustee, or if so specified in any Bondholders' consent, shall be executed by the Company and the Trustee.

§ 17.04. Whenever the consent of holders of Bonds of 1975 Series is required under the provisions of § 6.14, § 6.15 or § 6.16, such consent may be given by the holders of not less than 65% in principal amount of Bonds of 1975 Series at the time outstanding; provided, however, that, so long as The Prudential Insurance Company of America shall be the registered owner of Bonds of 1975 Series in an aggregate principal amount which is not less than 20% in principal amount of Bonds of 1975 Series at the time outstanding, the consent of such company shall also be required.