

mental indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Company, and the rights and interests of the Bondholders, and neither of the Trustees shall be under any responsibility or liability to the Company or to any Bondholder or to anyone whomsoever, for any act or thing which they, or either of them, may do or decline to do in good faith, subject to the provisions of this Article, in the exercise of such discretion. The Trustees and each of them shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel, as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustees, under the provisions of this Article, to join in the execution of such supplemental indenture.

ARTICLE SEVENTEEN

MEETINGS OF BONDHOLDERS

Section 151. Modifications and alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the holders of outstanding Bonds and coupons issued hereunder may be made as provided in *Sections 152 to 160*, inclusive.

Section 152. The New York Trustee may at any time call a meeting of the Bondholders affected by the business to be submitted to the meeting and it shall call such a meeting on the Written Request of the Company, given pursuant to a Resolution of the Board, or of the holders of 15% or more in principal amount of the Bonds affected by the business to be submitted to the meeting outstanding at the time of such request. In the event the New York Trustee shall fail for 10 days to call a meeting, after being thereunto requested by the Company or such Bondholders as aforesaid, the holders of at least 15% in principal amount of the then outstanding Bonds affected by the business to be submitted to the meet-