

Trustees upon such default or may authorize the holders of not less than a majority in aggregate principal amount of the Outstanding Bonds to waive such default and prescribe limitations on such rights of waiver; and

(e) To cure any ambiguity or to correct or supplement any provision contained in the Mortgage which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Mortgage as shall not be inconsistent with the provisions of the Mortgage and shall not adversely affect the interest of the Bondholders.

The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustees shall not be obligated to enter into any such supplemental indenture which, in their opinion, affects the Trustees' own rights, duties or immunities under the Mortgage or otherwise.

Any supplemental indenture authorized by the provisions of this Section 1 may be executed by the Company and the Trustees without the consent of the holders of any of the then Outstanding Bonds, notwithstanding any of the provisions of Section 2 of this Article XVIII.

SECTION 2. Subject to the provisions of Section 4 of Article XII, with the consent (evidenced as provided in Section 1 of Article XII) of the holders of not less than 66 2/3% in aggregate principal amount of the then Outstanding Bonds to be directly affected thereby, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, the Company, when authorized by a resolution of its Board of Directors,

tors, and the Trustees at any time and from time to time, by entering into an indenture or indentures supplemental hereto, may modify or alter in any manner any of the provisions of the Mortgage or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Company, except as provided in Section 3 of this Article XVIII; provided, however, that no such modification or alteration shall:

(i) alter or impair the obligation of the Company to pay the principal amount or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto without in each case the consent of the holders of all Bonds affected thereby; or

(ii) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage with respect to any property covered thereby except as in the Mortgage otherwise expressly provided, without in each case the consent of the holders of all Outstanding Bonds; or

(iii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds, without in each case the consent of the holders of all Outstanding Bonds;

and provided, further, that no such modification or alteration shall affect the rights, duties or immunities of the Trustees without the written consent of the Trustees.

It shall not be necessary for the consent of the Bondholders under this Section 2 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 3. Subject to the provisions of Section 4 of Article XII, with the consent (evidenced as provided in Section 1

of Article XII) of the holders of not less than 75% in aggregate principal amount of all of the then Outstanding Bonds, and with the approval of the Interstate Commerce Commission or other public regulatory body having jurisdiction in the premises, the Company, when authorized by a resolution of its Board of Directors, and the Trustees at any time and from time to time by entering into an indenture or indentures supplemental hereto, may extend to any fixed or determinable date the time or times of payment of the principal or of the time or times of payment of any interest on all of the Bonds of any or all series at the time outstanding for a period of not exceeding 25 years beyond the original date of maturity of the principal of such Bonds.

SECTION 4. Upon the request of the Company, accompanied by a Certified Resolution authorizing the execution of any supplemental indenture pursuant to Sections 2 or 3 of this Article XVIII, and upon the filing with the Corporate Trustee of evidence of the consent of Bondholders as aforesaid, the Trustees shall join with the Company in the execution of such supplemental indenture.

SECTION 5. Upon the execution of any supplemental indenture pursuant to the provisions of this Article XVIII, the Mortgage shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Mortgage of the Company, the Trustees and the holders of Bonds of all series outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of the Mortgage for any and all purposes.

SECTION 6. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article XVIII may bear a notation in form approved by the Corporate Trustee as to any matter provided for in such supplemental indenture. If the Company or the Corporate Trustee shall so determine, new Bonds so modified as to conform, in the opinion of the Corporate Trustee and the Board of Directors, to any modification of the Mortgage contained in any such supplemental indenture may be prepared by the Company, authenticated by the Corporate Trustee and delivered without expense to the holders of Bonds of the same series then outstanding, upon surrender of such Bonds accompanied, in the case of coupon Bonds, by all unmatured coupons and all unpaid interest coupons which shall be appurtenant thereto, the new Bonds so issued to be of the same series and of an aggregate principal amount equal to the aggregate principal amount of those so surrendered.