ARTICLE XVII

SUPPLEMENTAL INDENTURES

SECTION 1. The Company, when authorized by a resolution of its Board of Directors, and the Trustees may at any time and from time to time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

(a) To convey, transfer and assign to the Trustees and subject to the lien of the Mortgage, with the same force and effect as though included in the granting clauses hereof, additional property then owned by the Company, acquired through consolidation, merger, purchase or otherwise;

(b) To evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article X;

(c) To set forth the terms and provisions of any series of Bonds to be issued hereunder and the form of the Bonds and coupons of such series;

(d) To add to the covenants of the Company such further covenants for the protection of the mortgaged property and the Bondholders as the Board of Directors and the Corporate Trustee shall consider to be for the protection of the Bondholders, and to make the occurrence and continuance of a default under any of such additional covenants a default permitting the enforcement of all or any of the several remedies provided in the Mortgage; provided, however, that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement of said remedy or remedies upon such default or may limit the remedies available to the 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 XVII.

SECTION 2. With the consent (evidenced as provided in Section 1 of Article XI) of the holders of not less than 66⅔% in aggregate principal amount of all of the then Outstanding Bonds to be directly affected thereby, and with the approval of all public regulatory bodies 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 modify or alter in any manner any of the provisions of the Mortgage or of any indenture supplemen-