tal thereto or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Company; provided, however, that, without the consent of the holders of all Bonds of Series A, as evidenced by appropriate legends endorsed thereon, no such modification or alteration shall:

(i) 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 or of any indenture supplemental thereto with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage; or

(ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds; or

(iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto; or

(iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series A;

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. Upon the request of the Company, accompanied by a Certified Resolution authorizing the execution of any supplemental indenture pursuant to Section 2 of this Article XVII, and upon the filing with the Corporate Trustee of evi-

dence of the consent of Bondholders as aforesaid, the Trustees shall join with the Company in the execution of such supplemental indenture.

SECTION 4. Upon the execution of any supplemental indenture pursuant to the provisions of this Article XVII, 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 5. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article XVII 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 matured 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.

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