

The Trustees, or either of them, are hereby authorized and directed to join with the Company in the execution of any supplemental indenture or deed to secure debt, to make any further appropriate agreements and stipulations which may be herein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustees, or either of them, shall not be obligated to enter into any such supplemental indenture which, in their, its or his opinion, does not afford adequate protection to the Trustees, or either of them, or adversely affects the Trustees' own rights, duties or immunities under this Indenture or otherwise or adversely affects the interests of the Bondholders.

Section 19.02. With the consent (evidenced as provided in Article 18 hereof) of the Holders of not less than 66⅔% in aggregate principal amount of the Bonds then Outstanding which are affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustees, the Company (when authorized by a Certified Resolution) and the Trustees at any time and from time to time, by entering into an indenture or indentures supplemental hereto, may modify, alter, add to or eliminate in any manner (with the approval of any governmental agency if required by law) any provisions of this Indenture or the rights of the Bondholders or the rights and obligations of the Company; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Bond affected thereby:

(i) change the Stated Maturity of the principal of, or any instalment of interest on, any Bond, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon redemption thereof, or the coin or currency in which, any Bond or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or

(ii) permit the creation of any mortgage or other lien ranking prior to or on a parity with the Lien of this Indenture as to any Mortgaged and Pledged Property, except as otherwise expressly provided by this Indenture, or impair the Lien of this Indenture as to any Mortgaged and Pledged Property, or

(iii) deprive the Holder of any Bond then Outstanding of the Lien of this Indenture on the Trust Estate, or

(iv) reduce the percentage of the aggregate principal amount of Outstanding Bonds, the consent of the Bondholders of which is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain Defaults hereunder and their consequences) provided for in this Indenture, or

(v) modify any of the provisions of this Section 19.02 or Section 12.27 hereof, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Bond affected thereby.