

ARTICLE IX.

SUPPLEMENTAL INDENTURES.

SECTION 9.01. Without notice to or the consent of the holders of the Notes, the Company, when authorized by resolution of its Board of Directors, and the Trustees from time to time and at any time, subject to the conditions and restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto, which indenture or indentures shall form a part hereof, when required or permitted by any of the provisions of this Indenture or for any one or more of all of the following purposes:

(a) to correct or amplify the description of any property subject to the lien of this Indenture or intended so to be; to assign, convey, mortgage, pledge, transfer and set over unto the Trustees additional property or properties in trust for the purposes herein provided;

(b) to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Company:

(c) to cure any ambiguity, or to cure, correct or supplement any defective or inconsistent provision contained in this Indenture; and

(d) to add any other provisions and agreements provided or permitted by this Indenture or which shall not adversely affect the interests of the holders of the Notes.

SECTION 9.02. With the written consent of the holders of not less than 75% in aggregate principal amount of the Notes at the time outstanding, the Company, when authorized by a resolution of the Board of Directors of the Company and the Trustees may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture; provided, however, that without the consent of the holder of each Note no such supplemental indenture shall (a) impair or affect the right of the owner to receive payment of the principal of and interest and premium, if any, on his Note, on or after the respective due dates expressed therein, or (b) permit the creation of any lien on the Trust Estate equal or prior to the lien of this Indenture or deprive the holder of any Note of a lien on the mortgaged property, or (c) reduce the aforesaid percentage of Notes required to approve any such supplemental indenture or reduce the percentage of Notes required to effectuate a waiver under Section 3.19 or Section 7.07.