ARTICLE 9

Supplements

Section 9.1. Supplements Without Consent. Without the consent of the registered owners of the Notes, the Company, when authorized by resolutions of its Board of Directors, and the Trustees at any time, subject to the conditions and restrictions contained in this Indenture may enter into supplements which shall form a part hereof, when required or permitted by any of the provisions of this Indenture or for any one or more of the following purposes:

- (a) to correct or amplify the description of any property subject to the lien hereof; to Mortgage and Convey to the Trustees one or more additional properties in trust for the purposes herein provided;
- (b) to add to the covenants and agreements of the Company herein 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 prevision contained herein or in the Notes; and
- (d) to qualify this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion in any supplement hereto of the provisions referred to in Section 316(a)(2) of said Act or any corresponding provisions of any such similar federal statute.

Section 9.2. <u>Supplements With Consent</u>. With the written consent of the registered owners of not less than 85% in aggregate principal amount of the outstanding Notes, the Company, when authorized by a resolution of the Board of Directors, and

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