

and personal property whether owned by the Company or others which shall thereupon become and be part of the Trust Estate, and of the interest of the Company under the Lease or under supplements to the Lease;

(c) to subject to the lien of this Indenture additional property hereafter acquired by the Company or others and intended to be subjected to the lien of this Indenture, and to correct or amplify the description of any property subject to the lien of this Indenture;

(d) to provide for matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent therewith;

(e) to permit the qualification of 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 of the provisions referred to in Section 310(a)(2) of said Trust Indenture Act of 1939 or any corresponding provision in any similar Federal statute hereafter in effect;

(f) to create any separate series of Supplementary Notes, designating the Supplementary Notes to be created and specifying the form, terms and provisions of such, subject to and in accordance with the terms and conditions set forth in this Indenture with respect to Supplementary Notes; or

(g) for any other purpose not inconsistent with the terms of this Indenture, or to cure any ambiguity or cure, correct or supplement any defect or inconsistent provision of this Indenture or any supplement;

and the Company covenants to perform all requirements of any such supplemental indenture. No restriction or obligation imposed upon the Company may, except as otherwise provided in this Indenture, be waived or modified by such supplemental indentures, or otherwise.

SECTION 9.02. Waivers and Consents by Noteholders; Supplemental Indentures With Noteholders' Consent. Upon the waiver or consent of the holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of each series of Notes at the time outstanding (A) the Company may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Indenture or any indenture supplemental hereto, or (B) the Company, when authorized by resolution of its Board of Directors, and the Trustees, may enter into an indenture or indentures supplemental hereto for the purpose of adding, changing, or eliminating any provisions of this Indenture or of any indenture supplemental hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Company; *provided*, that no such waiver or supplemental indenture shall (a) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest and premium, if any, on his Note, as therein and herein provided, without the consent of such holder, (b) except as provided in Section 2.02, permit the creation of any lien prior to, or on a parity with, the lien of this Indenture with respect to any of the Trust Estate, without the consent of the holders of all the Notes at the time outstanding, (c) effect the deprivation of any Noteholder of the benefit of the lien of this Indenture upon all or any part of the Trust Estate without the consent of such Noteholder, (d) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplemental indenture pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (e) modify the rights, duties or immunities of the Trustee or the Individual Trustee without its consent.

SECTION 9.03. Notice of Supplemental Indenture. Promptly after the execution by the Company and the Trustees of any supplemental indenture or agreement pursuant to the provisions of Section 9.01 or 9.02 hereof, the Company shall give written notice, setting forth in general terms the substance of such supplemental indenture, together with a conformed copy thereof, mailed, first class postage prepaid, to