

the Trustees may at any time enter into supplements changing in any manner or eliminating any of the provisions of this Indenture, as amended and supplemented; provided, that without the consent of the registered owner of each Note no such supplement shall (a) impair or affect the right of such registered owner to receive payments or prepayments of the principal of and payments of the interest premium, if any, on its Note, as therein and herein provided, or (b) deprive the registered owner of any Note of a lien on the Trust Estate, or (c) amend or modify this Section 9.2 or Sections 3.5, 3.12, 3.13 or 4.2. Upon receipt by the Trustees of a Certified Resolution authorizing the execution of any such supplement by the Company, and upon the filing with the Trustees of evidence of the consent of the registered owners of Notes, as aforesaid, the Trustees shall join with the Company in the execution of such supplement unless such supplement affects the Trustees' rights, duties or immunities hereunder or otherwise, in which case the Trustees may in their discretion, but shall not be obligated to, enter into such supplement. It shall not be necessary for the consent of the registered owners of Notes under this Section to approve the particular form of any proposed supplement, but it shall be sufficient if such consent shall approve the substance thereof.

Section 9.3. Delivery of Supplements. At least 20 days after the execution of any supplement pursuant to Section 9.1 and promptly after the execution of any supplement pursuant to Section 9.2, the Company shall mail, first class postage prepaid, a conformed copy of such supplement, to each registered owner of a Note at the address of such registered owner appearing on the Register. Any failure of the Company to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of such supplement.

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