

shall form a part hereof, when required or permitted by any of the provisions of this Mortgage or for any one or more of all the following purposes:

- (a) to correct or amplify the description of any property subject to the lien of this Mortgage or intended so to be;
- (b) to add to the covenants and agreements of the Company in this Mortgage 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 provision herein, in such manner as shall not be inconsistent with this Mortgage or impair the security hereof or adversely affect the Noteholders;
- (d) to modify, eliminate and/or add to the provisions of this Mortgage to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar Federal statute hereafter enacted;
- (e) to create a new series of Additional Notes, designating the series of Additional Notes to be created and specifying the terms and provisions of such Additional Notes, but subject to the conditions set forth with respect to Additional Notes in this Mortgage, including the provisions of Section 9.04;
- (f) to provide for the substitution of Properties in compliance with, and on the conditions set forth in, Section 9.05.

SECTION 9.02. *Supplements with Consent of Noteholders.* With the written consent of the holders of not less than 75% in aggregate principal amount of the Notes at the time outstanding (including not less than 75% in principal amount of Series A Notes 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 a mortgage or mortgages supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Mortgage or of any supplemental mortgage; provided,

however, that without the consent of the holder of each Note no such supplemental mortgage shall (a) reduce, or extend the stated time of payment of, the principal of any Note or of any interest thereon or of any premium payable on the prepayment thereof; or (b) permit the creation of any lien on the Trust Estate or any part thereof equal or prior to the lien of this Mortgage, or deprive the holder of any Note of the lien created hereby on the Trust Estate, or (c) reduce the aforesaid percentage of Notes required to approve any such supplemental mortgage or reduce the percentage of Notes required to effectuate a waiver under Section 7.07 hereof. Upon receipt by the Trustee of a copy (certified by the Secretary or an Assistant Secretary of the Company) of a Board resolution authorizing the execution of any such supplemental mortgage, and upon the filing with the Trustee of evidence of the consent of holders of Notes, as aforesaid, the Trustees shall join with the Company in the execution of such supplemental mortgage unless such supplemental mortgage affects the Trustees' own rights, duties, or immunities under this Mortgage or otherwise, in which case, the Trustees may in their discretion, but shall not be obligated to, enter into such supplemental mortgage. It shall not be necessary for the consent of the holders of Notes under this Section 9.02 to approve the particular form of any proposed supplemental mortgage, but it shall be sufficient if such consent shall approve the substance thereof. The Trustees, and each of them shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel as conclusive evidence that any such supplemental mortgage conforms to the requirements of this Mortgage.

SECTION 9.03. *Notice of Supplements.* Promptly after the execution by the Company and the Trustees of any supplemental mortgage pursuant to the provisions of Sections 9.01 and 9.02 hereof, the Company shall give written notice, setting forth in general terms the substance of such supplemental mortgage, together with a conformed copy of such supplemental mortgage, mailed, first class postage prepaid, to each holder of the Notes. 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 any such supplemental mortgage.