

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 payee or 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 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 3.18 or 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 resolution of the Board of Directors of the Company authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of payees and holders of Notes, as aforesaid, the Trustees shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustees' own rights, duties or immunities under this Indenture or otherwise, in which case the Trustees may in their discretion but shall not be obligated to enter into such supplemental indenture. It shall not be necessary for the consent of the payees and holders of Notes under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 9.03. 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 or agreement, together with a conformed copy of such supplemental indenture or agreement, mailed, first class postage prepaid, to each payee 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 indenture or agreement.