

Notwithstanding the foregoing provisions of this Section 10.1, the Trustees shall not be required to enter into any such supplement, unless they shall have received an opinion of counsel satisfactory to them that such supplement complies with the provisions of this Section 10.1.

Section 10.2. Supplements with Noteholders' Consent.

With the written consent of the holders of not less than 66 2/3% in aggregate unpaid principal amount of the Notes then outstanding, the Company, when authorized by its Board of Directors, and the Trustees may, at any time, enter into one or more supplements to this Indenture modifying or eliminating any of the provisions of this Indenture; provided, that without the consent of the holder of each Note then outstanding no such supplement shall (a) impair or affect the right of any holder to receive payments or prepayments of the principal or any payments of the interest and premium, if any, on its Note, as therein and herein provided, (b) reduce the rate of interest payable on the Notes, (c) permit the creation of any lien on the Trust Estate equal or prior to the lien hereof, (d) deprive the holder of any Note of the lien hereof on the Trust Estate, (e) amend or modify Section 4.5, 4.13 or 4.14, (f) reduce the aforesaid percentage of Notes required to approve any such supplement, or (g) increase the percentage of Notes necessary to require the Trustees to declare the principal of and interest and premium, if any, on the Notes due and payable pursuant to Clause I of Section 8.1. Upon receipt by the Trustees of a Certified Resolution of the Company authorizing the execution of any such supplement by the Company, 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 supplement, unless such supplement affects