

not afford adequate protection to the Trustees when the same shall become operative;

(g) to modify or supplement this Indenture in such manner as may be necessary or appropriate to qualify this Indenture under the Trust Indenture Act of 1939 as then amended, or under any similar federal statute hereafter enacted, including provisions whereby the Trustees accept such powers, duties, conditions and restrictions hereunder and the Company undertakes such covenants, conditions or restrictions additional to those contained in this Indenture as would be necessary or appropriate so to qualify this Indenture; and/or

(h) for any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein.

Any supplemental indenture authorized by the provisions of this Section, except a supplemental indenture for the purposes mentioned in subdivision (f) above, may be executed by the Company and the Trustees without the consent of the holders of any of the bonds at the time outstanding.

SECTION 13.02. For the purposes of this Indenture, any such supplemental indenture shall be construed in connection with and as part of this Indenture and the covenants thereof shall be deemed, as to the subject matter of such covenants, to be covenants of this Indenture. Nothing in this Article contained shall affect or limit the right or obligation of the Company or any successor corporation to execute and deliver to the Trustees any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustees.

SECTION 13.03. The Trustees are authorized to join with the Company in the execution of any supplemental indenture for any of the purposes mentioned in Section 13.01, and may receive an opinion of counsel as conclusive evidence that any supplemental indenture ex-