

sions which shall be set forth in an instrument or agreement in writing executed by the Company or the person or corporation conveying, assigning, mortgaging, transferring, depositing and/or pledging the same and/or by the Trustee, respecting the use, management and disposition of the property so conveyed, assigned, mortgaged, transferred, deposited and/or pledged, or the proceeds thereof.

**Excepted Property:**

There is, however, expressly excepted and excluded from the lien and operation of the Indenture, and none of the foregoing described property shall be intended to include, any property of a character embraced within the definition of the term "Excepted Property" as the same is defined in the Original Indenture as amended.

The Company may, however, subject to the lien and operation of the Indenture all or any part of the Excepted Property.

To have and to hold the Trust Estate and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby or by the Original Indenture or any indenture supplemental thereto mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances, therewith appertaining, unto the Trustee and their successors and assigns, forever.

Notwithstanding to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, certificates, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the above-described properties; and subject also to Permitted Encumbrances (as defined in Paragraph F of Section 24 of the Original Indenture as amended), and, as to any property acquired by the Company after the date of the Original Indenture, to any liens thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition:

But in no case, nevertheless, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Indenture and duly issued by the Company, without any discrimination, preference or priority of any one Bond or coupon over any

other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 69 of the Original Indenture, so that, subject to said provisions, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Indenture and shall be equally secured hereby (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the Indenture, may afford additional security for the Bonds of any particular series), and shall have the same proportionate interest and share in the Trust Estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of the delivery of this Supplemental Indenture; and in trust for enforcing payment of the principal of the Bonds and of the interest thereon, according to the tenor, purport and effect of the Bonds and coupons and of the Indenture, and for enforcing the terms, provisions, covenants and stipulations in the Indenture and in the Bonds set forth.

It is covenanted that, until the happening of an Event of Default (as defined in Section 105 of the Original Indenture as amended), the Company shall be suffered and permitted to possess, use and enjoy the Trust Estate, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the New York Trustee hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom:

And upon the trusts, uses and purposes and subject to the covenants, agreements and conditions in the Indenture set forth and declared.

**ARTICLE I  
Certain Definitions.**

§ 1. For convenience of reference, numbered Sections of this Supplemental Indenture are indicated by a sign §, such as that at the beginning of this Section, followed by an Arabic numeral; and numbered Articles of this Supplemental Indenture are indicated by the word "Article" followed by a Roman numeral.

For convenience of reference, numbered Sections of the Original Indenture, whether or not amended by any prior supplemental inden-