

Section 4.03. Payments from Construction Account: Moneys in the Construction Account with the Depositary shall be subject to withdrawal from time to time on the checks of the Borrower, signed by two officers of the Borrower, for the purpose of paying amounts due to contractors or others for the costs of the Project, as defined in Section 4.02 hereof, or for reimbursement to the Borrower for payments theretofore made by the Borrower for such costs of the Project. The Borrower covenants and agrees that it will not use any of the funds in the Construction Account for any other purpose than the payment or reimbursement of the costs of the Project. The said Depositary may honor such checks and shall have no duty or obligation to inquire into the purposes for which such withdrawals are being made by the Borrower.

Section 4. Amendment of Section 4.04 of Part Two:

Section 4.04 of Part Two of this Indenture providing for investment of excess moneys is hereby deleted.

Section 5. Amendment of Article V of Part Two: Article V of Part Two of this Indenture providing for disposition of pledged revenues is hereby deleted.

Section 6. Amendment of Section 6.02 of Part Two:

Section 6.02 of Part Two of this Indenture is hereby amended to read as follows:

Section 6.02. Extensions of Payments of Bonds: It shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds, or the time of payment of any of the claims for interest by the purchase or refunding of such Bonds, principal, claims for interest or by any other arrangement, and in case the maturity of any of the Bonds, or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled in case of any default hereunder to the benefit of the Indenture or to any payment out of any assets of the Borrower or the funds (except funds held in trust by the Trustee for the payment of particular Bonds, principal or claims for interest pursuant to the Indenture) held by the Trustee except subject to the prior payment of the principal of all Bonds issued and outstanding hereunder, the maturity of which Bonds has not been extended,