

time hereafter, by delivery or by writing of any kind, for the purposes hereof be in any wise subjected to the lien hereof or be expressly conveyed, mortgaged, assigned, transferred, deposited and/or pledged by the Company or by any one in its behalf or with its consent, to and with the Trustees, who are hereby authorized to receive the same at any and all times as and for additional security and also, when and as provided in the Indenture, as substituted security hereunder. Such conveyance, mortgage, assignment, transfer, deposit and/or pledge or other creation of lien by the Company or by anyone in its behalf or with its consent or upon any property as and for additional security may be made subject to any reservations, limitations, conditions and provisions 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 Trustees, 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 First Supplemental Indenture mortgaged, conveyed, pledged or assigned, or intended so to be,

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.

UPON CONDITION 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.

41. 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 the First Supplemental Indenture or this Supplemental Indenture, are indicated by the word "Section" followed by an Arabic numeral, and numbered Articles of the Original Indenture, whether or not amended by the First Supplemental Indenture or this Supplemental Indenture, are indicated by the word "Article" followed by a spelled out number, as in the Original Indenture.

together with all the appurtenances thereunto appertaining, unto the Trustees and their successors and assigns, forever:

SUBJECT, HOWEVER, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and SUBJECT ALSO to Permitted Encumbrances (as defined in Paragraph 42 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 price placed thereon at the time of such acquisition;

BUT IN TRUST, 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

The terms defined in the Original Indenture as amended shall, for all purposes of this Supplemental Indenture, have the meaning specified in the Original Indenture as amended except as otherwise set forth in this Supplemental Indenture or unless the context clearly indicates some other meaning to be intended.

In addition, the following definitions shall apply to the terms employed in the Original Indenture as amended and in this Supplemental Indenture, wherever such terms are so employed, respectively, unless the context clearly indicates some other meaning to be intended:

(a) The terms "Indenture," "the Indenture," and "this Indenture" shall mean and include the Original Indenture, the First Supplemental Indenture and this Supplemental Indenture and any other indentures supplemental to the Original Indenture;

(b) The words "herein," "hereof," "hereto," "hereby," "hereunder," "hereinafter," "hereafter" and "hereinbefore" and other equivalent words appearing in this Supplemental Indenture refer to this Supplemental Indenture and not to any particular Article, Section or other subdivision of this Supplemental Indenture. If, however, any of such words shall appear in the text of any Article, Section or other subdivision of the Indenture (as that word is defined in (a) immediately preceding), whether the text of such Article, Section or other subdivision stands as set forth in the Original Indenture unamended by the First Supplemental Indenture or this Supplemental Indenture, or whether said Article, Section or other subdivision has been amended by the First Supplemental Indenture or this Supplemental Indenture, then and in every such case said words shall refer to the Indenture and not merely to this Supplemental Indenture nor to any particular Article, Section or other subdivision of the Indenture.