

SECTION 3. The words "to the knowledge of the Trustee," are hereby deleted from the third and fourth lines of Section 7 of Article VII of the Original Indenture.

SECTION 4. The words "incurred without negligence or bad faith" are hereby inserted after the word "liabilities" in the ninth line of Section 7 of Article IX and in the fifth line of the third paragraph of Article XVI of the Original Indenture.

ARTICLE XXI.

CONCERNING THE TRUSTEE.

The Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

SECTION 2. No provision of this Indenture shall, or shall be construed to, relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct except that:

(a) prior to an event of default, as defined in Section 1 of Article IX hereof, and after the cutting of all such events of default, which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee prior to an event of default, as defined in Section 1 of Article IX hereof, and after the cutting of all such events of default which may have occurred, shall be determined solely by the express provisions of this Indenture;

(b) prior to an event of default, as defined in Section 1 of Article IX hereof, and after the curing of all such events of default.