(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders, as provided in subsections (a), (b) and (c) of Section 2 of Article XIX of this Indenture with respect to advances by any Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction, as defined in the last paragraph of this subsection (b);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the obligor; or

(6) the acquisition, ownership, acceptance, or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper, as defined in the last paragraph of this subsection.

As used in this Section, the term "security" shall have the meaning assigned to such term in the Securities Act of 1933, as amended and in force on the date of the execution of the Second Supplemental Indenture; the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made, within seven days after delivery of the goods or securities, in currency or in checks or other orders drawn upon banks or bankers and payable on demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the obligor for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising

from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by such Trustee simultaneously with the creation of the creditor relationship with the obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and the term "Trustee" shall include the Trustee and any separate trustee or co-trustee appointed pursuant to Section 6 of Article XIII hereof."

SECTION 9. In case at any time the Trustee shall cease to be eligible or qualified in accordance with the provisions of Sections 5 and 8 of Article XIII of this Indenture, then the Trustee shall resign immediately in the manner and with the effect in Section 5 of Article XIII hereof provided; and, in the event that it does not resign immediately in such case, then it may be removed forthwith as provided in Section 5 of Article XIII hereof.

SECTION 10. Section 7 of Article XIII of the Original Indenture is hereby amended by inserting after the word "authority" in the twelfth line thereof, the following: ", provided that it shall have a capital and surplus aggregating at least Five million Dollars ($5,000,000)," and by deleting the words "anything herein to the contrary notwithstanding" in line 15 thereof.

The Company covenants that, whenever necessary to avoid or fill a vacancy in the office of Trustee, the Company will in the manner provided in Section 5 of Article XIII hereof appoint a Trustee so that there shall at all times be a Trustee under this Indenture, eligible under the provisions of said Section 5.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to the Trustee, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely: the rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Trustee, or the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the instruments and agreements appointing such