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CLAUSE D

Also all other property, real, personal or mixed, tangible or intangible (other than property of a character embraced within the definition of Excepted Property as the same is defined in the Original Indenture as amended) of every kind, character and description and wheresoever situated, now owned or which may hereafter be acquired by the Company, it being the intention hereof that all property, rights and franchises acquired by the Company after the date hereof (other than property of a character embraced within the definition of Excepted Property as the same is defined in the Original Indenture as amended) shall be as fully embraced within and subjected to the lien hereof as if such property were now owned by the Company and were specifically described herein and conveyed hereby.

CLAUSE E

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in anywise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, and the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever in, of and to such property and every part and parcel thereof.

CLAUSE F

Also any and all property, real, personal or mixed, including property of a character embraced within the definition of Excepted Property

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as the same is defined in the Original Indenture as amended, that may, from time to time hereafter, by delivery or by writing of any kind, for the purposes hereof be in anywise subject to the lien hereof or be expressly conveyed, mortgaged, assigned, transferred, deposited and/or pledged by the Company or by anyone in its behalf or with its consent, to and with the Trustee, 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 a lien by the Company or by anyone in its behalf or with its consent of 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 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

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so to be, together with all the appurtenances thereunto appertaining, unto the Trustee 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 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 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 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,

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UNLESS OTHERWISE provided, 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 TRUST, USE 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 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 any prior supplemental indenture or this Supplemental Indenture, are indicated by the word "Article" followed by a spelled out number, as in the Original Indenture.

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, played in the Original Indenture, where the context clearly

(a) The Indenture First Supplemental Indenture

(b) The Indenture hereunder and other Indenture particular mental Indenture in the test Indenture whether the stands as a prior support or whether amended by mental Indenture refer to the Indenture division of contained in as amended

(c) The Supplemental Indenture (d) With this Supplemental Indenture or "Articles

able semi-annually or, beginning with payable as to principal States of America for public and private shall be payable at the of Manhattan, The

§3. The Bonds as to principal, of the without coupons of \$1,000, and of any of the Board delivered amounts of each of by the Company and the definitive

The definitive Indenture in the form Company will cause to be printed at any time up 1971 Series printed to be in such authorized form or partly in such as specified in such as aforesaid and up printed on steel engraved New York Trustee shall a engraved Bond or principal amount of the holder. Subject and to the provisions five Bonds of said Bonds of said series, at its principal office,