

upon and take possession of the Trust Estate, or any portion thereof, such Trustee or receiver or trustee may, to the extent not prohibited by law, take possession of any and all the Excepted Property (other than inventory and stock-in-trade) then on hand and use and administer and consume the same to continue the operations of the Trust Estate in all respects as if such Excepted Property were part of the Trust Estate, accounting therefor, if required by law, to such persons, if any, as may be lawfully entitled to such an accounting.

The Company may, however, expressly convey, mortgage, assign, transfer, deposit or pledge to or with the Trustee any of the Excepted Property, which shall thereupon cease to be Excepted Property.

TO HAVE AND TO HOLD all and singular the Trust Estate whether now owned or held or hereafter acquired, unto the Trustee, its successors and assigns forever.

IN TRUST NEVERTHELESS, WITH POWER OF SALE, upon the terms and trusts set forth in the Original Indenture for the equal and proportionate benefit and security of all present and future holders of the Bonds (including, without limitation, the Original Bonds and the Additional Bonds) issued and to be issued by the Company, without preference, priority or distinction of any Bonds over any other by reason of difference in time of issuance or otherwise, and for enforcement of the payment of the Bonds, in accordance with their terms, and all other sums payable hereunder or on the Bonds, and for the performance of and compliance with the obligations, covenants and conditions of the Indenture, all as therein set forth, with the same effect as if all the Bonds had been issued at the time of the execution and delivery of the Original Indenture and Schedule A hereto had also been Schedule A to the Original Indenture in addition to the Schedule A attached thereto.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Additional Bonds are to be issued and secured, and that the Trust Estate hereby granted and conveyed is to be held by the Trustee, upon and subject to the covenants, conditions, uses and trusts set forth in the Original Indenture.

This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, the terms of which are hereby confirmed. The Company hereby