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(A) within six months prior to the date of acquisition thereof by the Company, such property has been used or operated by a person or persons other than the Company, in a business similar to that in which it has been or is to be used or operated by the Company, and

(B) the Fair Value to the Company of such property as set forth in such Engineer's Certificate is not less than Twenty-five Thousand Dollars (\$25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time Outstanding under this Indenture,

the Engineer making such certificate shall be an independent Engineer."

SECTION 12. Subdivision (a) of Section 43 of the Mortgage is hereby amended by deleting the words "June 15 and July 1 and between December 15 and January 1, in each year beginning with the year 1940" and substituting therefor the following: "March 15 and April 1 and between September 15 and October 1, in each year beginning with the year 1951".

SECTION 13. Section 49 of the Mortgage is hereby amended by adding after the first paragraph thereof the following paragraph:

"Prior to any sale or surrender by the Corporate Trustee of Prior Lien Bonds in accordance with the foregoing provisions of this Section, there shall be delivered to the Corporate Trustee, an Engineer's Certificate, made and dated not more than ninety (90) days prior to the date of the Company's request for such sale or surrender, stating the Fair Value, in the opinion of the signers, of the Prior Lien Bonds to be sold or surrendered, and stating that, in the opinion of the signers, the release thereof will not impair the security under this Indenture in contravention of the provisions thereof."

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"For the purposes of this Section and of Sections 65, 67, 69, 89, 101, 102, 108, and 122 hereof, and for the purpose of waiving, in accordance with any of the provisions of Section 113 hereof, any past Default, as defined in Section 65 hereof, of the Company and the consequences thereof, in determining whether the holders of the required percentage of the principal amount of bonds have concurred or participated in any direction, request, consent or other action, (a) bonds for the purchase of which money in the necessary amount shall have been deposited with or shall then be held by the Corporate Trustee with irrevocable direction to apply the same to the purchase thereof shall be deemed Outstanding and (b) bonds owned by the Company, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, shall be disregarded, except that for the purpose of determining whether the Trustees, or either of them, shall be protected in relying on any such direction, request or consent, only bonds which the Trustees, or either of them, know are so owned, shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this paragraph, if the pledgee shall establish to the satisfaction of the Trustees or the Corporate Trustee the pledgee's right to vote such bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In case of a dispute as to such right, any decision by the Trustees, or either of them, taken upon the advice of counsel shall be full protection to the Trustees."

SECTION 17. The third paragraph of Section 88 of the Mortgage is hereby amended by adding after the words "The Trustees undertake," the following: "and if a separate or co-trustee is appointed pursuant to Section 103 hereof, such separate or co-trustee undertakes," and the third paragraph of Section 88 of the Mortgage is further amended by adding thereto a new sentence as follows: "For the purposes of this Section 88 and of Section 89 hereof a Default shall be deemed cured when the act or omission or other event giving rise to such Default shall have been cured, remedied or terminated."

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SECTION 14. Subdivision (1) of Section 58 of the Mortgage is hereby amended by inserting the word "similar" after the words "implements or other".

SECTION 15. Section 66 of the Mortgage is hereby amended to read as follows:

"The Trustees and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, such separate or co-trustee shall, within ninety (90) days after the occurrence thereof, give to the bondholders, in the manner and to the extent provided in subdivision (c) of Section 100 hereof, notice of all defaults known to the Trustees or to such separate or co-trustee, as the case may be, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in subdivisions (a), (b), (c), (d), (e), (f) and (g) of Section 65 hereof not including any periods of grace provided for in said subdivisions); provided that, except in the case of default in the payment of the principal of or interest on any of the bonds hereby secured, or in the payment of any sinking or purchase fund installment, the Corporate Trustee shall be protected in withholding such notice if and so long as the board of directors, executive committee, or a trust committee of directors and/or Responsible Officers, of the Corporate Trustee in good faith determine that the withholding of such notice is in the interests of the bondholders and the Individual Trustee shall be protected in withholding such notice if and so long as the Individual Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders and any separate or co-trustee shall be protected in withholding such notice if and so long as such separate or co-trustee in good faith determines that the withholding of such notice is in the interest of the bondholders."

SECTION 16. The second paragraph of Section 71 of the Mortgage is hereby deleted and the following paragraph substituted therefor:

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SECTION 18. Subdivision (c) of Section 89 of the Mortgage is hereby amended to read as follows:

"(c) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of such Trustee unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts, and no Trustee who is an individual shall be personally liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and"

Section 89 of the Mortgage is hereby further amended by adding at the end of such Section a new paragraph as follows:

"The provisions of this Section, which have been made specifically applicable to the Trustees, shall apply to the Trustees and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee."

SECTION 19. Section 96 of the Mortgage is amended by adding to the first sentence thereof the following: "incurred without negligence or bad faith."

SECTION 20. Paragraph (1) of subdivision (d) of Section 99 of the Mortgage is hereby amended to read as follows:

"(1) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company, are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture; provided that there shall be excluded from the operation of this paragraph (1) another indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after