

and all additions thereto and improvements and betterments thereon including all of the equipment, machinery, furniture and fixtures installed in said plant or plants and now used in the operation of the paper board plant including specifically those items heretofore listed on Schedule A attached to and made a part of the original Trust Indenture dated July 1, 1963, together with any and all additions or substitutions thereto, all of said property, whether now owned or hereafter acquired by the said Corporation to be included in the trust estate as defined in the said Trust Indenture;

TO HAVE AND TO HOLD the above-described property, real, personal and mixed, together with all and singular the appurtenances thereto belonging, unto the said TRUSTEE and its successors in the Trust, and their assigns forever.

THE PARTIES HERETO CONSENT and agree further that the said Trust Indenture, dated July 1, 1963, is hereby amended in the following manner, to-wit:

That Section (i), Subparagraph Four (4) of Article III, (as the same appears on Page 15 of the said original Trust Indenture) be stricken and a new Section (i), Subparagraph Four (4) of Article III, be substituted in lieu thereof, reading as follows:

"(4) The CORPORATION shall neither declare nor pay any cash dividends on any class of its capital stock, nor retire, purchase or otherwise acquire any of its own capital stock, except to the extent of net earnings subsequent to December 31, 1962, in excess of the sum of all accumulated stated maturities of the Note or Notes secured hereby to date of such payment or purchase."

The parties hereto consent and agree that said Trust Indenture dated July 1, 1963, is hereby amended as set forth above. The said Trust Indenture is not, however, otherwise changed, altered, or modified in any respect, and any and all of the covenants and agreements therein contained are and shall be binding upon the parties