

in the Original Indenture, the First Supplemental Indenture, and this Second Supplemental Indenture, and in consideration of the premises, of the mutual covenants herein contained, of the acceptance of the Additional RTB Bonds issued hereunder by the holders thereof, and of the sum of One Dollar (\$1.00) duly paid by the Company to the Trustees at the execution of this Second Supplemental Indenture, and for other valuable consideration, the receipt of which is hereby acknowledged, the Company covenants and agrees with the Trustees as hereinafter set forth, and the Company by this Second Supplemental Indenture does hereby grant, bargain, sell, and convey or reconvey to the Trustees, and to each of them and to their successors in said trust, forever, all of the properties, rights and franchises described in the Original Indenture and the First Supplemental Indenture and all properties, rights and franchises acquired or constructed by the Company since the date of the Original Indenture and the First Supplemental Indenture, as well as all the property described in Exhibit A hereto, except property of the character specifically excepted from the lien of the Indenture. In trust, nevertheless, for the same purposes and upon the same conditions as are set forth in the Original Indenture.

TO HAVE AND TO HOLD the aforesaid property unto the Trustees, their successors and assigns forever, but in trust, nevertheless, with power of sale, for the equal and proportionate benefit and security of the holders of the Notes and Bonds of all series now or hereafter secured by or authenticated and delivered under the Indenture, including the Additional RTB Bonds provided for under this Second Supplemental Indenture, without any preference, priority or distinction whatsoever for