

obligations and liabilities including any Bonds then outstanding under the Indenture as amended and supplemented by this Supplemental Indenture; and

WHEREAS, it is proposed to modify and amend the Indenture so as to delete certain affirmative and all negative covenants and all other provisions therein except such as are necessary and appropriate to continue in effect, after the aforesaid proposed liquidation, the Lien of the Indenture only with respect to lands owned by the Company on December 30, 1983 (together with all interests of the Company in such lands, including without limitation all plants, buildings, structures, facilities and improvements from time to time located thereon); and

WHEREAS, the holders of all the outstanding Bonds under the Indenture have duly consented to the execution and delivery of this Eighth Supplemental Indenture and have lodged with the Trustee writings evidencing such consent pursuant to Section 10.02 of the Original Indenture, as heretofore supplemented; and

WHEREAS, all acts and things necessary to constitute this Eighth Supplemental Indenture a valid, binding and legal instrument have been done and performed and the creation, execution and delivery of this Eighth Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH:

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