

tract and in the Original Indenture; and

WHEREAS, the Company and the Subsidiaries are authorized by law, and deem it necessary for their respective corporate purposes, to increase the amount of the original mortgage and pledge their properties, as described in the Original Indenture, to secure the payment of the increased indebtedness, and the Stockholders and Board of Directors of the Company and each of the Subsidiaries, at meetings thereof respectively duly convened and held, have duly authorized the execution and delivery of this Amendment to the Original Indenture to secure the increased indebtedness above recited; and

WHEREAS, all acts and things necessary to make said increased indebtedness and the evidences thereof when executed by the Company valid, binding and legal obligations of the Company, and to make this Amendment to the Original Indenture a valid, binding and legal instrument and a valid obligation of the Company and the Subsidiaries for the security thereof, have been done and performed, and the creation, execution and delivery of this Amendment to the Original Indenture and of the increased indebtedness above recited have in all respects been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained and the sum of ONE DOLLAR (\$1.00) to the Company and to the Subsidiaries duly paid by the