

the policies of insurance required under the terms of this Section 5.06 to be delivered to the Trustee upon written request of the holders of at least 66 2/3% in aggregate principal amount of the Bonds at the time outstanding. The Trustee shall be fully protected in accepting and relying upon any such Officers' Certificate or Certificates and shall not be liable for the failure of the Company to procure or renew insurance, nor shall the Trustee, except as hereinabove specifically set forth, have any duty or responsibility for the disposition of the proceeds of any such insurance, and the Trustee may accept any loss adjustment which may be agreed upon between the Company and the insurer.

Section 1.04. Article SIX is hereby amended to read in its entirety as follows:

ARTICLE SIX.

PROVISIONS AS TO PLEDGED SECURITIES AND
PLEDGED CONTRACTS.

This Article has been deleted as of December 30, 1983.

Section 1.05. Article SEVEN is hereby amended to read in its entirety as follows:

ARTICLE SEVEN

POSSESSION, USE AND RELEASE OF PROPERTY

Section 7.01. Possession and Use Prior to Event of Default. Unless an Event of Default shall have occurred and be continuing, the Company shall be suffered and permitted to retain actual possession of the Trust Estate and to manage, operate and use the same; to receive and use the revenues, earnings, rents, tolls, issues, income, products and profits of the Trust Estate; to repair its buildings and structures, and replace and renew any of its equipment, machinery or other property, provided, however, that no such action shall be taken which shall result in a diminution of the Trust Estate or impair the lien of this Indenture on such property unless such property is sold, abandoned, released or otherwise disposed of as permitted by this Article.

Section 7.02. Disposal of Worn Out Property, etc., Without Trustees' Consent. Unless an Event of Default shall have occurred and be continuing, the Company may, from time to time, without reference to the Trustees: