

9-1915

Form - Supp. Tel. Mtge. - Comm. T-17

Rev. 6/64

TOGETHER with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor, TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. Section 5 of Article II of the Mortgage is amended by changing the heading "Section 5 (a)" to "Section 5", and by deleting subsections (b) and (c) of said Section 5 in their entirety.

4. Section 7 (a) of Article II of the Mortgage is amended to read as follows:

SECTION 7. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) Fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues (including gross toll collected) of the Mortgaged Property:

| Annual Gross Revenue | | | Amount of Coverage |
|----------------------|----------------|------------|--------------------|
| | Less than | \$ 200,000 | \$ 10,000 |
| From | \$200,001 | to 400,000 | 20,000 |
| | 400,001 | 600,000 | 40,000 |
| | 600,001 | 800,000 | 60,000 |
| | 800,001 | 1,000,000 | 80,000 |
| | Over 1,000,000 | | 100,000 |

and each collection agent of the Mortgagor shall be included in such fidelity bonds for not less than \$2,500, or 10 percent of the highest amount collected annually by any one collection agent, whichever is greater; (2) Workmen's compensation insurance covering all employees of the Mortgagor, in such amounts as may be required by law, or if the Mortgagor or any of its employees are not subject to the workmen's compensation laws of the State or States in which the Mortgagor conducts its operations, then its workmen's compensation policy shall provide voluntary compensation coverage to the same extent as though the Mortgagor and such employees were subject to such laws; and including occupational disease liability coverage, and "additional medical" coverage of not less than \$10,000 in States where full medical coverage is not required by law; (3) Public liability and property damage liability insurance, covering ownership liability, and all operations of the Mortgagor, with limits for bodily injury or death of not less than \$100,000 for one person and \$300,000 for each accident, and with limits for property damage of not less than \$50,000 for each accident and \$100,000 aggregate for the policy period; (4) Liability insurance on all motor vehicles, trailers, semi-trailers, and aircraft used in the conduct of the Mortgagor's business, whether owned, non-owned or hired by the Mortgagor, with bodily injury limits of not less than \$100,000 for one person and \$300,000 for each accident, and with property damage limits of \$25,000 for each accident;