

by the Company from NII by virtue of said merger with the intention that the lien of the Original Mortgage shall henceforth extend to and include without interruption the security afforded to the Bonds by the NII Mortgage prior to said merger; and

WHEREAS, the Company, pursuant to due and appropriate corporate action duly had and taken before the execution and delivery hereof, has duly authorized and directed the execution and delivery to the Trustees of this First Supplemental Indenture in the form and terms hereof; and

WHEREAS, all conditions and requirements necessary to make this First Supplemental Indenture in the form and terms hereof a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed have been done, performed and fulfilled, and the execution and delivery hereof in the form and terms hereof have been in all respects duly authorized;

NOW THEREFORE, this First Supplemental Indenture

W I T N E S S E T H :

That the Company, in consideration of the premises and of mutual covenants herein contained and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America to it duly paid by the Trustees at or before the