

of the NII Note and the NII Mortgage, is merged into and become a part of the original indebtedness of the Company evidenced by the Bonds issued or to be issued under the Indenture; and that the Company for itself and its successors, does hereby covenant and agree to and with the Trustee and their successors in said trust, for the benefit of those who shall hold the Bonds, or any of them, as follows:

#### ARTICLE ONE

##### The Trustees

Section 1.01. The Trustees hereby accept the trusts hereby declared and agree to perform the same upon the terms and conditions set forth in the Indenture.

Section 1.02. The Trustees shall not be responsible in any manner for or with respect to the validity or sufficiency of this First Supplemental Indenture or the due execution hereof by the Company or for or with respect to the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Section 1.03. Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed or shall be considered to be assumed by the Trustees by reason of this First Supplemental Indenture, other than as set forth in the Indenture; and this First Supplemental Indenture is