

become due thereon for principal and interest and shall comply with the provisions of Article IX of the Indenture, and if the Company shall also pay or cause to be paid all other sums payable under the Indenture by it, and shall strictly observe and perform all of the terms, provisions

and conditions of the Indenture, then the Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, that the Company has agreed and covenanted, and hereby does agree and covenant with the Corporate Trustee and Co-Trustee and their successors and assigns and with the respective holders from time to time of the Notes, or any thereof, as follows:

ARTICLE I

Miscellaneous Provisions

§ 1.01. **SUCCESSORS AND ASSIGNS.** Whenever in this First Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustee, shall bind and inure to the benefit of the respective successors and assigns of such party, whether so expressed or not.

§ 1.02. **COUNTERPARTS.** This instrument may be executed in several counterparts, all or any of which may be treated for all purposes as one original and shall constitute and be one and the same instrument.

§ 1.03. **HEADINGS NOT TO AFFECT CONSTRUCTION.** The headings of the Articles and Sections herein are for convenience only and shall not affect the construction hereof.

§ 1.04. **TERMS.** The terms used in this First Supplemental Indenture shall have the meanings assigned thereto in the Indenture.

§ 1.05. **DATE OF INSTRUMENT.** The date of this instrument is used for convenience only. The actual date of the execution and