Schedule A-3

Exceptions to Ownership

EXHIBIT C

NON-EXCLUSIVE LIST OF

REORGANIZING DEBTOR RETAINED CLAIMS AND/OR DEFENSES

This Exhibit is subject to all of the provisions of the Plan, including, without limitation Section 12.1, under which the Debtors reserved the right to alter, amend, or modify the Plan, including any Exhibits thereto, under Section 1127(a) of the Bankruptcy Code at any time prior to the Effective Date.

The following is a non-exclusive list of potential or actual Causes of Action and Defenses that the Debtors and/or the Reorganized Debtors have asserted or may potentially assert. The Debtors reserve their right to modify this list to amend such Causes of Action and Defenses or otherwise update this list, but disclaim any obligation to do so.

1. Examiner-Identified Litigation

The Debtors and/or the Reorganized Debtors expressly reserve the right to pursue any potential Causes of Action and Defenses, including Avoidance Actions, identified by Paul S. Aronzon, in his capacity as examiner appointed in the Reorganizing Debtors' Chapter 11 Cases under Section 1104(d) of the Bankruptcy Code (the "Examiner"), either preliminarily, informally, or as may appear in the *Statement of Investigation Conducted by Examiner Paul S. Aronzon*, dated and filed with the Bankruptcy Court on December 15, 2008 (the "Examiner's Report"), including any Causes of Action and Defenses stemming from or related to the facts outlined in the Examiner's Report or the *Motion of the Ad Hoc Group of Noteholders for Entry of an Order Directing the Appointment of a Chapter 11 Trustee, or, Alternatively, Directing Both (I) the Appointment of an Examiner for Certain Specified Purposes and (II) the Termination of the Debtors' Exclusive Periods in Which to File and Confirm a Plan*, filed on September 18, 2008, in the Bankruptcy Court. The Debtors and the General Committee are continuing to review such potential Causes of Action and Defenses and reserve the right to pursue such Causes of Action and Defenses against such parties, including those listed in Appendix 1 to this Exhibit.

2. Employee/Insider Litigation

The Debtors and/or Reorganized Debtors reserve the right to pursue any other Causes of Action and Defenses against the former officers, directors and shareholders of the Debtors to the extent the Reorganized Debtors discover potential causes of Action in addition to those set forth in Section 1 above. The Debtors and the General Committee are continuing to review such potential Causes of Action and Defenses and reserve the right to pursue such Causes of Action and Defenses against such parties.

3. Accounts Receivable Collection

The Debtors and/or the Reorganized Debtors reserve the right to assert any claims against parties who have not paid amounts due to the Debtors as set forth in the Debtors' books and records. The Debtors and the General Committee are continuing to review such potential Causes of Action and Defenses and reserve the right to pursue such Causes of Action and Defenses against such parties.

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

4. Avoidance Actions

The Debtors and/or the Reorganized Debtors reserve the right to pursue Avoidance Actions. The Debtors and the General Committee are continuing to review such potential Causes of Action and Defenses and reserve the right to pursue such Causes of Action and Defenses against such parties.

Among other Avoidance Actions, the Reorganized Debtors reserve all rights pertaining to the transfers of assets from the Reorganized Debtors to the Zions Non-Debtor Borrowers (as such term is defined in, and as such transfers are described in Section I.H.3 of the Disclosure Statement), including any and all rights of action against any subsequent transferee of the same (including Zions, as applicable).

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

EXHIBIT D

FORM OF RESTRUCTURED DEBT DOCUMENTS

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

INDENTURE

PH HOLDING LLC,
as Company,

The Guarantors party hereto, and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

INDENTURE

Dated as of [_____], 2009

7.00% SENIOR NOTES DUE 2012

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Section	310(a)(1)	5.8
	(a)(2)	5.8
	(a)(3)	N/A**
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	(b)	5.5, 5.9, 5.10, 5.13
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Section	311(a)	5.5, 5.14
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	(d)	10.6
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	(f)	N/A**
Section	315(a)	5.1(a)
	(b)	1.6, 5.2
	(c)	5.1(b)
	(d)	5.1(c)
	(e)	4.14
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	(a)(1)(A)	4.12
	(a)(1)(B)	4.13
	(a)(2)	N/A
	(b)	4.8
	(c)	1.4(e)
Section	317(a)(1)	4.3
	(a)(2)	4.4
	(b)	3.2
Section	318(a)	1.13
	(b)	N/A**
	(c)	1.3

* This Cross-Reference Table shall not, for any purpose, be deemed a part of this Indenture.
** N/A means Not Applicable

INDENTURE, dated as of [_____], 2009, among **PH Holding LLC**, a Delaware limited liability company, having its principal office at c/o Woodside Group, LLC, 39 East Eagleridge Drive, Suite 102, North Salt Lake, Utah 84054 (herein called the "**Company**"), the Guarantors (as defined below), and **Wells Fargo Bank, National Association**, a banking corporation organized under the laws of the United States of America, as Trustee hereunder (herein called the "**Trustee**").

RECITALS OF THE COMPANY

Reference is made to the Second Amended Joint Plan of Reorganization of Woodside Group, LLC and affiliated debtors (the "**Plan**") that was confirmed and has become effective on [_____ __], 2009 in the United States Bankruptcy Court for the Central District of California, Riverside Division (the "**Bankruptcy Court**"). Pursuant to the Plan, the Company has become the direct or indirect owner of all of the outstanding equity interests of Woodside Group, LLC and such affiliated debtors. This Indenture evidences, and sets forth terms and conditions governing, the indebtedness that is being issued by the Company to the holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims (as defined in the Plan) pursuant to the terms of the Plan, which indebtedness is sometimes referred to herein as the "**Securities**." This Indenture will take effect on the Effective Date of the Plan.

All things necessary to make the Securities, upon the Effective Date of the Plan, the valid obligations of the Company and to make this Indenture a valid agreement of the Company, in accordance with their and its terms, have been done, and each of the Guarantors has agreed to guarantee the obligations of the Company hereunder.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

ARTICLE 1.
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article 1 have the meanings assigned to them in this Article 1 and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and

(c) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

"**Act**," when used with respect to any Holder of a Security, has the meaning specified in Section 1.4(a).

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agent Members**" means a member of, or a participant in, the Depositary.

"**Aggregate Distribution Share**" has the meaning ascribed to such term in the Plan.

"**Allowed Claims**" has the meaning ascribed to such term in the Plan.

"**Allowed Reorganizing Debtor Unsecured Non-Priority Claims**" means Allowed Claims that are Unsecured Non-Priority Claims, as defined in the Plan.

"**Amount of Claims Paid in Cash**" has the meaning ascribed to it in Section 2.1.

"**Anti-Terrorism Order**" means Executive Order No. 13,224 of September 23, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49079 (2001), as amended.

"**Applicable Percentage**" has the meaning specified in Section 2.1.

"**Applicable Procedures**" means, with respect to any transfer or transaction involving a Global Security or beneficial interest therein, the rules and procedures of the Depositary for such Security, to the extent applicable to such transaction and as in effect from time to time.

"**Authenticating Agent**" means any Person authorized pursuant to Section 5.12 to act on behalf of the Trustee to authenticate Securities.

"**Bankruptcy Court**" has the meaning ascribed to it in the first paragraph under the caption "Recitals of the Company."

"**Board of Directors**" means either the board of directors, management committee or equivalent governing body of the Company or any duly authorized committee of that board of directors, management committee or equivalent governing body.

"**Board Resolution**" means a resolution duly adopted by the Board of Directors, a copy of which, certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, shall have been delivered to the Trustee.

"**Business Day**," when used with respect to any Place of Payment or any other place, as the case may be, means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on

which banking institutions in such Place of Payment or other place, as the case may be, are authorized or obligated by law or executive order to close.

"**Capital Lease**" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"**Capital Stock**" means any class of capital stock, share capital, partnership interest, limited liability company interest, beneficial interest in a trust, or similar equity interest of a Person.

"**Cash Equivalents**" means, as to the Company and the Subsidiaries as of any date, (a) securities issued or directly and fully guaranteed or insured by the United States of America and having a maturity of not more than six (6) months from such date; (b) certificates of deposit, time deposits and eurodollar time deposits with maturities of six (6) months or less from such date, bankers' acceptances with maturities not exceeding six (6) months and overnight bank deposits, in each case, with any domestic commercial bank organized under the laws of the United States of America or any state thereof or a foreign subsidiary of such bank, in each case having a rating of not less than A or its equivalent by S&P or any successor and having capital and surplus in excess of U.S.$1,000,000,000; (c) repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clauses (a) and (b) above; (d) any commercial paper or finance company paper issued by a Person organized and existing under the laws of the United States of America or any state thereof whose debt securities are rated not less than "P-1" or "A-1" or their equivalents by Moody's or S&P or their successors; and (e) money-market mutual funds that invest solely in the investments set forth in any of items (a) through (d), inclusive, above.

"**Claim Resolution Notice**" has the meaning specified in Section 2.1.

"**Code**" has the meaning specified in Section 2.1.

"**Change of Control**" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of more than thirty-five percent (35%) of the equity securities of the Company entitled to vote for members of the Board of Directors of the Company on a fully-diluted basis (and taking into account all such securities that such "person" or "group" has the right to acquire pursuant to any option right); or

(b) during any period of twelve (12) consecutive months, a majority of the members of the Board of Directors of the Company cease to be composed of individuals (i) who were members of that Board of Directors on the first day of such period, (ii) whose election or nomination to that Board of Directors was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that Board of Directors or (iii) whose election or nomination to that Board of Directors was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that

Board of Directors (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that Board of Directors occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more members of the Board of Directors by any person or group other than a solicitation for the election of one or more members of the Board of Directors by or on behalf of the Board of Directors); or

(c) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Company, or control over the equity securities of the Company entitled to vote for members of the Board of Directors of the Company on a fully-diluted basis (and taking into account all such securities that such Person or Persons have the right to acquire pursuant to any option right) representing more than thirty-five percent (35%) of the combined voting power of such securities.

"**Commission**" means the United States Securities and Exchange Commission, as from time to time constituted, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"**Collateral**" means all property and assets, whether now owned or hereafter acquired, in which Liens are, from time to time, purported to be granted to secure the Securities and Subsidiary Guarantees pursuant to the terms of the Security Documents.

"**Collateral Agent**" means Wells Fargo Bank, National Association, or its successors and assigns as Collateral Agent under the Security Documents.

"**Common Equity**" of any Person means capital stock or other ownership interests of such Person that is generally entitled to (1) vote in the election of directors of such Person or (2) if such Person is not a Corporation, vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Company**" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"**Company Notice**" has the meaning specified in Section 9.2(a).

"**Company Request**" or "**Company Order**" means a written request or order signed in the name of the Company by an Officer of the Company, and delivered to the Trustee.

"**Competitor of the Company**" means (a) any Person listed on Schedule A hereto, (b) any Control Affiliate of any such Person, (c) any successor to the business of any such Person or Control Affiliate and (d) any corporation, partnership, limited liability company, firm, association or other entity in which any such Person, Control Affiliate or successor owns ten percent (10%) or more of the equity interests or ten percent (10%) or more of any class of voting securities outstanding; *provided* that the Board of Directors may, by notice to the Trustee (which the Trustee shall promptly provide to each of the Holders) amend Schedule A from time to time to add

additional Persons that the Board of Directors determines in good faith to be competitors of the Company and its Subsidiaries.

"**Control**" including the correlative terms "**Controlling**," "**Controlled by**," and "**under common Control with**" refer to the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. For the purposes of the preceding sentence, control will include when a Person possesses, directly or indirectly, through one or more intermediaries (i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); or (iii) in the case of any other Person, more than 50% of the economic or beneficial interest therein.

"**Control Affiliate**" of a specified Person means any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified.

"**Corporate Trust Office**" means (a) with respect to the Trustee, the office of the Trustee at which at any particular time its corporate trust business shall be principally administered (which at the date of this Indenture is located at 45 Broadway, New York, NY 10006, Attn: Corporate Trust Office), and (b) with respect to the Collateral Agent, the office of the Collateral Agent at which at any particular time its collateral agent business shall be principally administered (which at the date of this Indenture is located at 45 Broadway, New York, NY 10006, Attn: Corporate Trust Office).

"**Corporation**" means a corporation, company, association, joint-stock company or business trust.

"**Debt**" means, with respect to any Person, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including, without limitation, all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities); and

(e) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (d) hereof.

Without limitation of the foregoing, Debt of any Person shall include all obligations of such Person of the character described in clauses (a) through (e) to the extent such Person or its property remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"**Default**" means the occurrence or existence of any event or circumstance that, with the giving of notice and/or the passage of time would constitute an Event of Default.

"**Defaulted Interest**" has the meaning specified in Section 2.8.

"**Depositary**" means, with respect to any Registered Securities, a clearing agency that is registered as such under the Exchange Act and is designated by the Company to act as Depositary for such Registered Securities (or any successor securities clearing agency so registered).

"**Disputed Claims**" has the meaning ascribed to such term in the Plan.

"**Disputed/Estimated Claims Resolution Holder**" has the meaning specified in Section 2.1.

"**Distribution**" means, with respect to the Company, the declaration or payment of any dividend on or in respect of any shares of any class of stock or equity interest of the Company; the purchase, redemption, defeasance, retirement or other acquisition of any shares of any class of stock or equity interest of the Company, directly or indirectly through a Subsidiary or otherwise (including the setting apart of assets for a sinking or other analogous fund to be used for such purpose); the return of capital by the Company to its equity holders as such; or any other distribution on or in respect of any class of stock or equity interest of the Company.

"**Dollar**" or "**U.S.$**" means a dollar or other equivalent unit in such coin or currency of the United States as at the time shall be legal tender for the payment of public and private debts.

"**Domestic Subsidiary**" means any Subsidiary of the Company that was formed under the laws of the United States or any state of the United States or the District of Columbia.

"**DTC**" means The Depository Trust Company, a New York corporation.

"**Effective Date**" has the meaning ascribed to such term in the Plan.

"**Environmental Laws**" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Estimated Claims**" has the meaning ascribed to such term in the Plan.

"**Event of Default**" has the meaning specified in Section 4.1.

"**Exchange Act**" means the United States Securities Exchange Act of 1934 (or any successor statute), as amended from time to time.

"**Extension Conditions**" means the occurrence of the following: (a) the Company shall have given notice to the Trustee not less than 90 days and not more than 180 days prior to December 31, 2012 that the Company desires to extend the date of the Stated Maturity with respect to the principal of the Securities from December 31, 2012 to December 31, 2013, (b) no Default or Event of Default shall have occurred and be continuing at the time such notice is given, and (c) the Company shall have paid to the Trustee in immediately available funds, at the time of or within one (1) Business Day after the giving of the notice referred to in clause (a) of this definition, for the ratable accounts of the Holders (based on the respective amounts of the principal balances of the Securities owned by each of such Holders), an extension fee in an amount equal to one percent (1%) of the outstanding principal balance of the Securities at the time that such notice is given.

"**Final Claim Resolution Date**" means the date that the Trustee receives notice from the Company or its counsel stating that all Disputed Claims and Estimated Claims which, when resolved, may become Allowed Reorganizing Debtor Unsecured Non-Priority Claims, have been resolved and are no longer Disputed Claims or Estimated Claims.

"**Final Order**" has the meaning ascribed to such term in the Plan.

"**GAAP**" means generally accepted accounting principles of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date of this Indenture.

"**Global Security**" means a Registered Security that is registered in the Security Register in the name of a Depositary or a nominee thereof.

"**Guaranty**" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including without limitation obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"**Guarantors**" means the Domestic Subsidiaries and their respective successors and assigns.

"**Hazardous Material**" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"**Holder**" means the Person in whose name the Security is registered in the Security Register.

"**Indebtedness**" means, with respect to any Person, the principal of (and premium, if any) and interest (including all interest accruing subsequent to the commencement of any bankruptcy or similar proceeding, whether or not a claim for post-petition interest is allowable as a claim in any such proceeding) on, and rent payable on or in connection with, and all fees, costs, claims, expenses and other amounts payable in connection with, the following, whether absolute or contingent, secured or unsecured, due or to become due, outstanding on the date of this Indenture or thereafter created, incurred or assumed: (1) all of such Person's indebtedness evidenced by a credit or loan agreement, note, bond, debenture, or other similar instrument whether or not the recourse of the lender is to all of the Company's assets or only to a portion; (2) all of such Person's indebtedness, obligations and other liabilities, contingent or otherwise, for borrowed money, including, without limitation, overdrafts, foreign exchange contracts, currency exchange agreements, interest rate protection agreements and any loans or advances from banks, whether or not evidenced by physical notes or similar instruments, or bonds, debentures, physical notes or similar instruments, whether or not the recourse of the lender is to all of such Person's assets or only to a portion thereof; (3) all of such Person's obligations as lessee under leases required to be capitalized on the balance sheet of the lessee under GAAP; (4) all of such Person's obligations and other liabilities, contingent or otherwise, under any lease or related document, including a purchase agreement, in connection with the lease of real property or improvements, or any personal property included as part of any such lease, which provides that such Person is contractually obligated to purchase or cause a third party to purchase the leased property and thereby guarantee a residual value of leased property to the lessor and all of such Person's obligations under such lease or related document to purchase or cause a third party to purchase the leased property, whether or not such lease transaction is characterized as an operating lease or capitalized lease in accordance with GAAP; (5) all of such Person's obligations under interest rate and currency swaps, caps, floors, collars, hedge agreements, forward contracts, or similar agreements or arrangements; (6) all of such Person's obligations with respect to letters of credit, bank guarantees, bankers' acceptances and similar facilities, including related reimbursement obligations; (7) all of such Person's obligations issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable and accrued

liabilities arising in the ordinary course of business); (8) all of such Person's obligations of the type referred to in clauses (1) through (7) above of another Person and all dividends of another Person, the payment of which, in either case, such Person has assumed or guaranteed or for which such Person is responsible or liable, directly or indirectly, jointly or severally, as obligor, guarantor or otherwise or which is secured by a lien on such Person's property; and (9) renewals, extensions, modifications, replacements, restatements and refundings of, or any indebtedness or obligation issued in exchange for, any such indebtedness or obligation described in clauses (1) through (8) of this definition; *provided, however,* that Indebtedness shall not include accounts payable or other accrued liabilities or obligations incurred in the ordinary course of business in connection with the obtaining of materials or services and any indebtedness or obligation that such Person may owe to any direct or indirect Subsidiary.

"**Indenture**" means this Indenture as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including, for all purposes of this Indenture and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this Indenture and any such supplemental indenture, respectively.

"**Instrument of Transfer**" means, with respect to any Securities, a written instrument of transfer of such Securities, in such form as may be satisfactory to the Company and the Trustee, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing.

"**Interest Payment Date**" means the Stated Maturity of an installment of interest on the Securities.

"**Investments**" means all expenditures made and all liabilities incurred (contingently or otherwise) for the acquisition of stock or Indebtedness of, or for loans, advances, capital contributions or transfers of property to, or in respect of any guaranties (or other commitments as described under Indebtedness), or obligations of, any Person. In determining the aggregate amount of Investments outstanding at any particular time: (a) the amount of any Investment represented by a guaranty shall be taken at not less than the principal amount of the obligations guaranteed and still outstanding; (b) there shall be included as an Investment all interest accrued with respect to Indebtedness constituting an Investment unless and until such interest is paid; (c) there shall be deducted in respect of each such Investment any amount received as a return of capital (but only by repurchase, redemption, retirement, repayment, liquidating dividend or liquidating distribution); (d) there shall not be deducted in respect of any Investment any amounts received as earnings on such Investment, whether as dividends, interest or otherwise, except that accrued interest included as provided in the foregoing clause (b) may be deducted when paid; and (e) there shall not be deducted from the aggregate amount of Investments any decrease in the value thereof.

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind with respect to such asset.

"**Majority Holders**" means, at any time, the Holders of more than 50% of the principal amount of the Outstanding Securities.

"**Make-Whole Amount**" means, with respect to any Security, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called

Principal of such Security over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"Called Principal" means, with respect to any Security, the principal of such Security that is to be repurchased pursuant to Section 9 or redeemed pursuant to Section 11 or has become or is declared to be immediately due and payable pursuant to Section 4.2, as the context requires.

"Discounted Value" means, with respect to the Called Principal of any Security, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Securities is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"Reinvestment Yield" means, with respect to the Called Principal of any Security, 0.50% over the yield to maturity implied by (i) the yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date.

In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding paragraph, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Security.

"Remaining Average Life" means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Security, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date (it being understood that, as of the Effective Date, the scheduled due date of all of the principal of the Securities is the Stated Maturity thereof), *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Securities, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 9, Section 11 or Section 4.2.

"Settlement Date" means, with respect to the Called Principal of any Security, the date on which such Called Principal is to be repurchased pursuant to Section 9 or redeemed pursuant to Section 11 or has become or is declared to be immediately due and payable pursuant to Section 4.2, as the context requires.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Indenture and the Securities, or (c) the validity or enforceability of this Indenture or the Securities.

"**Maturity**," when used with respect to any Security, means the date on which the principal of such Security becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption, exercise of the repurchase right set forth in Article 9 or otherwise.

"**Maximum Principal Amount**" means U.S.$315,000,000.

"**Net Income**" means, for any period, the net income (or loss) of the Company and its Subsidiaries on a consolidated basis for such period, after deduction of all expenses, taxes, and other proper charges, as determined in accordance with GAAP.

"**Net Proceeds**" means, with respect to any asset sale, the net cash proceeds received by a Person in respect of such asset sale, less the sum of (a) all reasonable out-of-pocket fees, commissions and other reasonably and customary direct expenses actually incurred in connection with such asset sale, including the amount of any transfer or documentary taxes required to be paid by such Person in connection with such asset sale, and (b) the aggregate amount of cash so received by such Person which is required to be used to retire (in whole or in part) any Indebtedness (other than under this Indenture) of such Person permitted by Section 8.17 that was secured by a Lien permitted by clauses (i) through (ix) of Section 8.18 having priority over the Liens of the Trustee with respect to the assets that were sold and which is required to be repaid with the proceeds from such asset sale.

"**Notice of Default**" has the meaning specified in Section 4.1.

"**Obligations**" means any principal, premium, if any, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization, whether or not a claim for post-filing interest is allowed in such proceeding), penalties, fees, charges, expenses, indemnifications, reimbursement obligations, damages, guarantees, and other liabilities or amounts

payable by the Company and/or any of the Guarantors under this Indenture, the Securities, the Subsidiary Guarantees or the Security Documents, in each case whether primary, secondary, direct, contingent, fixed or otherwise.

. "**Officer**" means, with respect to the Company, the chairman of the Board of Directors, a chief executive officer, a president, a chief financial officer, chief operating officer, any executive vice president, any senior vice president, any Vice President, the treasurer or any assistant treasurer, the controller or any assistant controller or the secretary or any assistant secretary.

"**Officer's Certificate**" means a certificate signed by any Officer of the Company, and delivered to the Trustee.

"**Opinion of Counsel**" means a written opinion of counsel, who may be counsel for or employed by the Company and who shall be acceptable to the Trustee.

"**Outstanding**," when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered (or issued by the Company and registered on the records of the Trustee) under this Indenture, except:

(1) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Securities for the payment of which money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (if other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; and

(3) Securities that have been paid pursuant to Section 2.7 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a *bona fide* purchaser in whose hands such Securities are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Securities are present at a meeting of Holders of Securities for quorum purposes or have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such determination as to the presence of a quorum or upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities that a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Securities so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor.

"**Paying Agent**" means any Person authorized by the Company to pay the principal of or interest on any Securities on behalf of the Company and, except as otherwise specifically set forth

herein, such term shall include the Company if it shall act as its own Paying Agent. The Company has initially appointed the Trustee as its Paying Agent.

"**Person**" means a natural person, Corporation, limited liability company, general partnership, limited partnership, joint venture, trust, estate, unincorporated organization or government or any agency or political subdivision thereof.

"**Physical Note**" means a note in physical form that is issued hereunder to evidence Securities, which term includes any Global Securities.

"**Place of Payment**" has the meaning specified in Section 2.2.

"**Plan**" has the meaning ascribed to it in the first paragraph under the caption "Recitals of the Company."

"**Predecessor Security**" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 2.7 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"**Preferred Stock**" means any class of capital stock of a corporation that is preferred over any other class of capital stock of such corporation as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such corporation.

"**Pre-Funded Interest**" has the meaning specified in Section 2.8(b).

"**Quarterly Note Issuance Date**" means the last Business Day of each March, June, September and December; *provided, however,* that the first Quarterly Note Issuance Date shall be the first such date that is at least three (3) months after the Effective Date.

"**Record Date**" means any Regular Record Date or Special Record Date.

"**Record Date Period**" means the period from the close of business of any Regular Record Date next preceding any Interest Payment Date to the opening of business on such Interest Payment Date.

"**Redemption**" has the meaning specified in Section 11.1.

"**Redemption Date**", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"**Redemption Notice Date**" has the meaning specified in Section 11.5.

"**Redemption Price**" means one hundred percent (100%) of the principal amount of the Securities to be redeemed on the Redemption Date.

"**Registered Securities**" has the meaning specified in Section 2.1.

"**Regular Record Date**" for interest payable in respect of any Registered Security on any Interest Payment Date means the March 15, June 15, September 15 or December 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

"**Repurchase Date**" has the meaning specified in Section 9.1.

"**Repurchase Price**" has the meaning specified in Section 9.1.

"**Responsible Officer**," when used with respect to the Trustee or the Collateral Agent, means any officer within the corporate trust department of the Trustee or collateral agency or similar department of the Collateral Agent, including any vice president, assistant vice president, assistant treasurer, trust officer or any other officer of the Trustee or the Collateral Agent who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter or collateral agency matter, as applicable, is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"**Restricted Payments**" means, in relation to the Company and the Subsidiaries, any (a) Distribution, (b) payment or prepayment by the Company or any Subsidiary to the Company's or Subsidiary's equity holders (in each case, other than to the Company), or to any Affiliate of the Company or a Subsidiary or any Affiliate of the Company's or a Subsidiary's equity holders (in each case, other than to the Company), or (c) derivatives or other transactions with any financial institution, commodities or stock exchange or clearinghouse, or other Person (a "Derivatives Counterparty") obligating the Company or any Subsidiary to make payments to such Derivatives Counterparty as a result of any change in market value of any equity interest in the Company or any Subsidiary.

"**Securities**" has the meaning ascribed to it in the first paragraph under the caption "Recitals of the Company".

"**Securities Act**" means the United States Securities Act of 1933 (or any successor statute), as amended from time to time.

"**Security Documents**" means all security agreements, pledge agreements, control agreements, and other instruments and documents pursuant to which the Company or any Guarantor grants (or purports to grant) to the Trustee, for the benefit of the Holders of the Securities, or pursuant to which there is perfected or controlled (or sought to be perfected or controlled) any collateral or other security for the obligations of the Company hereunder or under the Securities or for the obligations of any Guarantor of the obligations of the Company hereunder or under the Securities.

"**Security Obligations**" means (a) all of the Obligations, (b) the performance of all other obligations of the Company under or pursuant to this Indenture, the Securities and each of the Security Documents, and (c) the performance of all other obligations of each Guarantor under or pursuant to this Indenture, the Subsidiary Guarantees and each of the Security Documents.

"**Security Register**" and "**Security Registrar**" have the respective meanings specified in Section 2.6.

"**Senior Financial Officer**" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"**Significant Subsidiary**" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date hereof.

"**Special Record Date**" for the payment of any Defaulted Interest means a date fixed by the Company pursuant to Section 2.8.

"**Stated Maturity**," when used with respect to any Security evidenced by a Physical Note or any installment of interest thereon, means the date specified in such Physical Note as the fixed date on which the principal of such Security or such installment of interest is due and payable. The Stated Maturity of the principal of each Security that is not evidenced by a Physical Note shall be December 31, 2012 (or, if the Extension Conditions are satisfied, December 31, 2013) and the Stated Maturity of each installment of interest on each Security that is not evidenced by a Physical Note shall be March 31, June 30, September 30 and December 31 of each year, commencing on December 31, 2009.

"**Subordinated Indebtedness** means unsecured Indebtedness of the Company or a Subsidiary that is expressly subordinated and made junior to the payment and performance in full of the Securities, and evidenced as such by a written instrument containing terms and subordination provisions in form and substance approved by the Trustee in writing.

"**Subsidiary**" means a Person more than fifty percent (50%) of the outstanding voting stock of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries of the Company, or by the Company and one or more other Subsidiaries of the Company. For the purposes of this definition, "voting stock" means stock or other equity interests or similar interests in the Person that ordinarily has or have voting power for the election of directors or Persons performing similar functions, whether at all times or only so long as no senior class of stock or other interests has or have such voting power by reason of any contingency.

"**Subsidiary Guarantee**" means the guarantee, executed pursuant to the provisions of this Indenture, by each Guarantor of the Company's payment and performance obligations under this Indenture, the Securities and the Security Documents.

"**Successor Security**" of any particular Security means every Security issued after, and evidencing all or a portion of the same debt as that evidenced by, such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 2.7 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"**Tangible Net Worth**" means, as of any date of determination, for the Company and its Subsidiaries on a consolidated basis, the excess of Total Assets over Total Liabilities, and less the sum of:

(a) the total book value of all assets of the Company and its Subsidiaries properly classified as intangible assets under GAAP, including such items as goodwill, the purchase

price of acquired assets in excess of the fair market value thereof, trademarks, trade names, service marks, brand names, copyrights, patents and licenses, and rights with respect to the foregoing; plus

(b) all amounts representing any write-up in the book value of any assets of the Company or its Subsidiaries resulting from a revaluation thereof on or after the Effective Date; plus

(c) to the extent otherwise includable in the computation of Tangible Net Worth, any subscriptions receivable.

"**Threshold Amount**" means U.S.$3,000,000 (or its equivalent in the relevant currency of payment or other obligation with respect to any reference herein to the Threshold Amount).

"**Total Assets**" means, at any time, the sum of all assets ("consolidated balance sheet assets") of the Company and its Subsidiaries at such time as determined on a consolidated basis in accordance with GAAP.

"**Total Liabilities**" means, at any time, all liabilities of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and classified as such on the consolidated balance sheet of the Company and its Subsidiaries and all other Indebtedness of the Company and its Subsidiaries, whether or not so classified.

"**Trust Indenture Act**" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed; *provided, however,* that in the event the Trust Indenture Act of 1939 is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

"**Trustee**" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"**United States**" means the United States of America (including the several States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (its "possessions" including Puerto Rico, the United States Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

"**USA Patriot Act**" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"**Vice President**" when used with respect to the Company, means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president."

"**Wholly-Owned Subsidiary**" means, at any time, any Subsidiary 100% of all of the Common Equity and other equity interests of which are owned by the Company and/or other Wholly-Owned Subsidiaries at such time.

SECTION 1.2. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and, if required by this Indenture or the Trust Indenture Act, an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished. Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with;

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with; *provided, however,* with respect to matters of fact, an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials; and

(e) a statement that the action contemplated complies with the provisions of the Indenture.

SECTION 1.3. Form of Documents Delivered to the Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which such certificate or opinion is based are erroneous. Any such certificate or opinion of counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company or any other Person stating that the information with respect to such factual matters is in the possession of the Company or such other Person, unless such counsel knows that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 1.4. Acts of Holders of Securities.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given or taken by Holders of Securities may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent or proxy duly appointed in writing by such Holders. Such action shall become effective when such instrument or instruments is delivered to the Trustee and, where it is hereby expressly required, to the Company. The Trustee shall promptly deliver to the Company copies of all such instruments delivered to the Trustee. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "**Act** " of the Holders of Securities signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent or proxy, or of the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 5.1) conclusive in favor of the Trustee and the Company if made in the manner provided in this Section 1.4.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The principal amount and serial number (if evidenced by a Physical Note) of any Registered Security held by any Person, and the date of his holding the same, shall be proved by the Security Register.

(d) The fact and date of execution of any such instrument or writing and the authority of the Person executing the same may also be proved in any other manner that the Trustee deems sufficient.

(e) The Company may set any day as the record date for the purpose of determining the Holders entitled to give or take any request, demand, authorization, direction, notice, consent, waiver or other action, or to vote on any action, authorized or permitted by this Indenture to be given or taken by Holders. Promptly and in any case not later than ten (10) days after setting a record date, the Company shall notify the Trustee and the Holders of such record date. If not set by the Company prior to the first solicitation of a Holder made by any Person in respect of any such action, or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the thirtieth (30th) day (or, if later, the date of the most recent list of Holders required to be provided pursuant to Section 10.1) prior to such first solicitation or vote, as the case may be. With regard to any record date, the Holders on such date (or their duly appointed agents or proxies), and only such Persons, shall be entitled to give or take, or vote on, the relevant action, whether or not such Holders remain Holders after such record date. Notwithstanding the foregoing, the Company shall not set a record date for, and the provisions of this paragraph shall not apply with respect to, any notice, declaration or direction referred to in the next paragraph.

Upon receipt by the Trustee from any Holder of (1) any Notice of Default referred to in Section 4.1(d), any Default referred to in Section 4.1(d) as to which no Notice of Default has not yet been given, or any Default referred to in Section 4.1(c), if the applicable Default has occurred and is continuing and the Trustee shall not have given such a notice to the Company, (2) any declaration of acceleration referred to in Section 4.2, if an Event of Default has occurred and is continuing and the Trustee shall not have given such a declaration to the Company, or (3) any direction referred to in Section 4.12, if the Trustee shall not have taken the action specified in such direction, then, with respect to clauses (2) and (3), a record date shall automatically and without any action by the Company or the Trustee be set for determining the Holders entitled to join in such declaration or direction, which record date shall be the close of business on the tenth (10th) day (or, if such day is not a Business Day, the next succeeding Business Day) following the day on which the Trustee receives such declaration or direction, and, with respect to clause (1), the Trustee may set any day as a record date for the purpose of determining the Holders entitled to join in such Notice of Default. Promptly after such receipt by the Trustee of any such declaration or direction referred to in clause (2) or (3), and promptly after setting any record date with respect to clause (1), and as soon as practicable thereafter, the Trustee shall notify the Company and the Holders of any such record date so fixed. The Holders on such record date (or their duly appointed agents or proxies), and only such Persons, shall be entitled to join in such notice, declaration or direction, whether or not such Holders remain Holders after such record date; *provided, however,* that, unless such notice, declaration or direction shall have become effective by virtue of Holders of the requisite principal amount of Securities on such record date (or their duly appointed agents or proxies) having joined therein on or prior to the ninetieth (90th) day after such record date, such notice, declaration or direction shall automatically and without any action by any Person be cancelled and of no further effect. Nothing in this paragraph shall be construed to prevent a Holder (or a duly appointed agent or proxy thereof) from giving, before or after the expiration of such 90-day period, a notice, declaration or direction contrary to or different from, or, after the expiration of such period, identical to, the notice, declaration or direction to which such record date relates, in which event a new record date in respect thereof shall be set pursuant to this paragraph. In addition, nothing in this paragraph shall be construed to render ineffective any notice, declaration or direction of the type referred to in this paragraph given at any time to the Trustee and the Company by Holders (or their duly appointed agents or proxies) of the requisite principal amount of Securities on the date such notice, declaration or direction is so given.

(f) Except as provided in Sections 4.2 and 4.13, any request, demand, authorization, direction, notice, consent, election, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 1.5. Notices, Etc., to Trustee, Company and Guarantors.

Any request, demand, authorization, direction, notice, consent, election, waiver or other Act of Holders of Securities or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with:

(a) the Trustee by any Holder of Securities or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee and

received at the Corporate Trust Office, Attention: Corporate Trust Services (PH Holding LLC - 7.00% Senior Notes Due 2012, and shall be deemed given when received; or

(b) the Company by the Trustee or by any Holder of Securities shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing, mailed, first-class postage prepaid, or telecopied and confirmed by mail, first-class postage prepaid, or delivered by hand or recognized overnight courier, addressed to the Company and for any Guarantors at c/o Woodside Group, LLC, 39 East Eagleridge Drive, Suite 102, North Salt Lake, Utah 84054, Attention: [_____] (telecopy no.: (___) _____), or at any other address previously furnished in writing to the Trustee by the Company, and shall be deemed given when received.

Any request, demand, authorization, direction, notice, consent, election or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

SECTION 1.6. Notice to Holders of Securities; Waiver.

Except as otherwise expressly provided herein, where this Indenture provides for notice to Holders of Securities of any event, such notice shall be sufficiently given to Holders if in writing and mailed, first-class postage prepaid, to each Holder of a Security affected by such event, at the address of such Holder as it appears in the Security Register, not earlier than the earliest date and not later than the latest date prescribed for the giving of such notice.

Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder of a Registered Security shall affect the sufficiency of such notice with respect to other Holders of Registered Securities. In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification to Holders of Registered Securities as shall be made with the approval of the Trustee, which approval shall not be unreasonably withheld or delayed, shall constitute a sufficient notification to such Holders for every purpose hereunder.

Such notice shall be deemed to have been given on the date that is three (3) Business Days after the date that such notice is mailed.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of Securities shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 1.7. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.8. Successors and Assigns.

All covenants and agreements in this Indenture by the Company and by the Trustee shall bind its successors and assigns, whether so expressed or not.

SECTION 1.9. Separability Clause.

In case any provision in this Indenture, the Securities and the Subsidiary Guarantees shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.10. Benefits of Indenture.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder and the Holders of Securities, any benefit or legal or equitable right, remedy or claim under this Indenture.

SECTION 1.11. Governing Law.

THIS INDENTURE, THE SECURITIES AND THE SUBSIDIARY GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, THE UNITED STATES OF AMERICA, INCLUDING, WITHOUT LIMITATION, THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401.

SECTION 1.12. Legal Holidays.

In any case where any Interest Payment Date, Repurchase Date, Redemption Date or Stated Maturity of any Security shall not be a Business Day at a Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities) payment of principal of, premium, if any, or interest on, or the payment of the Repurchase Price or Redemption Price with respect to such Security need not be made at such Place of Payment, on or by such day, but may be made on or by the next succeeding Business Day at such Place of Payment, with the same force and effect as if made on the Interest Payment Date, Redemption Date or Repurchase Date, or at the Stated Maturity; *provided, however,* that in the case that payment is made on such succeeding Business Day, no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Repurchase Date, or Stated Maturity.

SECTION 1.13. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such act to be a part of and govern this Indenture, the applicable provision of the Trust Indenture Act shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, such provision of the Trust Indenture Act shall be deemed to apply to this Indenture as so modified or shall be excluded, as the case may be. Until such time as this Indenture shall be qualified under the Trust Indenture Act, this Indenture, the Company and the Trustee shall be deemed for all purposes hereof to be subject to and governed by the Trust Indenture Act to the same extent as would be the case if this Indenture were so qualified on the date hereof.

SECTION 1.14. Counterparts. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 1.15. No Recourse.

An incorporator, director, officer, Affiliate, stockholder, partner or member of the Company or a guarantor, solely by reason of this status, shall not have any liability for any obligations of the Company or any Guarantor under the Securities, this Indenture, the Subsidiary Guarantees or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities. This waiver and release does not extend to any claim arising under any federal or state securities laws.

SECTION 1.16. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 1.17. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE 2.
THE SECURITIES

SECTION 2.1. Issuance of Securities.

The Plan contemplates that certain Disputed Claims and Estimated Claims may become Allowed Reorganizing Debtor Unsecured Non-Priority Claims on or after the Effective Date and the Plan provides for Securities to be issued to the holders of such Claims that become Allowed Reorganizing Debtor Unsecured Non-Priority Claims on or after the Effective Date. The total amount of Securities ultimately to be issued to all Persons holding Allowed Reorganizing Debtor Unsecured Non-Priority Claims, including Persons who become holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims (or whose Allowed Reorganizing Debtor Unsecured Non-Priority Claims increase) after the Effective Date, will be the Maximum Principal Amount of Securities. In order for enough Securities to be available to be issued to Persons who become holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims (or whose Allowed Reorganizing Debtor Unsecured Non-Priority Claims increase) after the Effective Date, the Company shall calculate, on or about the Effective Date, the amount of Securities to be issued based upon a list that is provided to the Trustee by the Company which sets forth (a) the names and

addresses of each Person holding as of the Effective Date (i) an Allowed Reorganizing Debtor Unsecured Non-Priority Claim or (ii) a Disputed Claim or Estimated Claim which, if such Disputed Claim or Estimated Claim were to become an Allowed Claim, would become an Allowed Reorganizing Debtor Unsecured Non-Priority Claim; (b) a breakdown of which portion of the amount of each such claim is a Disputed Claim, which portion is an Estimated Claim and which portion is an Allowed Reorganizing Debtor Unsecured Non-Priority Claim; and (c) a breakdown of (i) the Aggregate Distribution Share of each holder of an Allowed Reorganizing Debtor Unsecured Non-Priority Claim as of the Effective Date and (ii) the sum of the Aggregate Distribution Shares of each holder of an Allowed Reorganizing Debtor Unsecured Non-Priority Claim as of the Effective Date and the Aggregate Distribution Shares that would be held on the Effective Date by holders of Disputed Claims and Estimated Claims on the Effective Date if all such Disputed Claims and Estimated Claims were to become Allowed Reorganizing Debtor Unsecured Non-Priority Claims, which calculation and list shall be accompanied by a certificate of an Officer of the Company certifying to the accuracy of such list.

On or about the Effective Date, as promptly as practicable after the Trustee receives the calculation list and certificate referred to in the preceding paragraph, and based upon the information in such calculation and list, the Company shall issue and the Trustee shall register, as book entries on the records of the Trustee, as Security Registrar, Securities to the holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims. The amount of Securities issued to each holder of an Allowed Reorganizing Debtor Unsecured Non-Priority Claim on or about the Effective Date shall be such holder's Applicable Percentage of the Maximum Principal Amount of the Securities. The "**Applicable Percentage**" on any day of each holder of an Allowed Reorganizing Debtor Unsecured Non-Priority Claim shall be the percentage equivalent of the fraction the numerator of which is the amount of such holder's Aggregate Distribution Share as of such day and the denominator of which is the sum on such day of the Aggregate Distribution Shares of all holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims and the Aggregate Distribution Shares which the holders of all Disputed Claims and Estimated Claims would have on such day if such Disputed Claims and Estimated Claims were to become Allowed Reorganizing Debtor Unsecured Non-Priority Claims.

On or before the last day of each March, June, September and December that commences after the Effective Date and prior to the Final Claim Resolution Date, and on or before the last day of the next month that commences after the Final Claim Resolution Date, the Company will give notice (each, a "**Claim Resolution Notice**") to the Trustee, signed and certified to by an Officer of the Company, setting forth a list of the names and addresses of (a) the Persons holding Disputed Claims or Estimated Claims that, during the preceding period, by Final Order or as agreed by the relevant parties, became Allowed Reorganizing Debtor Unsecured Non-Priority Claims during such preceding period, and (b) the Persons holding Disputed Claims or Estimated Claims that, during the preceding period, by Final Order or as agreed by the relevant parties, were rejected or otherwise resolved without becoming Allowed Reorganizing Debtor Unsecured Non-Priority Claims during such preceding period, which notice will list, as to each such Person, (i) the amount that became an Allowed Reorganizing Debtor Unsecured Non-Priority Claim of such Person during such preceding period; (ii) the amount of any such Allowed Reorganizing Debtor Unsecured Non-Priority Claim that, due to the amount thereof or for any other reason, was paid in cash or other assets and will not result in the issuance of Securities on the Securities Register (the amount referred to in this clause (ii) being the "**Amount of Claims Paid in Cash**"); and (iii) the amount of any Disputed Claim or Estimated Claim that was rejected or otherwise resolved without becoming an Allowed

Reorganizing Debtor Unsecured Non-Priority Claim. The Claim Resolution Notice shall also set forth the calculation by the Company, calculated as provided below, as to the principal amount of Securities that shall be issued by the Company (A) to the Persons whose Disputed Claims or Estimated Claims are listed in such Claim Resolution Notice as having became Allowed Reorganizing Debtor Unsecured Non-Priority Claims (other than those that received the Amount of Claims Paid in Cash), and (B) to each Holder of Securities that is entitled to receive additional Securities due to a Disputed Claim or Estimated Claim having been rejected or otherwise resolved without becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim. On each occasion that the Trustee receives a Claim Resolution Notice, the Trustee will record on its records, based on the calculations and information set forth in the Claim Resolution Notice, the issuance by the Company of Securities in accordance with such Claim Resolution Notice. Each Person that becomes a Holder of Securities (or as to which the amount of Securities increases) after the Effective Date as a result of a Disputed Claim or Estimated Claim becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim or a Disputed Claim or Estimated Claim having been rejected or otherwise resolved without becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim (each such Person, with respect to each such time that such Person receives Securities as a result of a Disputed Claim or Estimated Claim becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim or a Disputed Claim or Estimated Claim having been rejected or otherwise resolved without becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim, a "**Disputed/Estimated Claims Resolution Holder**") will be deemed to have owned such Securities for all purposes at all times on and after the Effective Date, and the Company will pay to such Person on the first Interest Payment Date following each date that any such Person becomes a Disputed/Estimated Claims Resolution Holder the amount of interest, principal and other amounts that would have been payable if the Maximum Principal Amount of such Securities had been outstanding on the Effective Date, *provided* that, if and to the extent that the Company, as required hereby, has paid Pre-Funded Interest to the Trustee for the accounts of such Persons that become Disputed/Estimated Claims Resolution Holders after the Effective Date, the Trustee shall pay to each Disputed/Estimated Claims Resolution Holder, on the first Interest Payment Date after such Holder becomes a Disputed/Estimated Claims Resolution Holder (with respect to any issuance of Securities to such Person after the most recent previous Interest Payment Date), the amount of interest payable to such Disputed/Estimated Claims Resolution Holder pursuant to this sentence for the period of time prior to the date that such Persons became Disputed/Estimated Claims Resolution Holders (with respect to Securities issued to such Persons after the most recent previous Interest Payment Date), and the Company's obligation under this sentence with respect to the payment of interest to such Persons for such period of time shall be reduced by the amount that is paid to such Persons by the Trustee from the Pre-Funded Interest.

On each date that Securities are to be issued after the Effective Date pursuant to the preceding paragraph, the Company shall issue and the Trustee shall register, as book entries on the records of the Trustee, as Security Registrar, Securities to each Person whose Disputed Claim or Estimated Claim has become an Allowed Reorganizing Debtor Unsecured Non-Priority Claim during the preceding period (or since the date of the last information provided to the Trustee by the Company), other than Persons whose claims were paid by Amounts of Claims Paid in Cash, in the amount of such Person's Applicable Percentage of the Maximum Principal Amount of the Securities (the numerator of the fraction used in determining such Applicable Percentage for the purposes of this sentence to be solely the amount of the Disputed Claim or Estimated Claim that became an Allowed Reorganizing Debtor Unsecured Non-Priority Claim, without regard to any other Allowed Reorganizing Debtor Unsecured Non-Priority Claims or Securities that such Person

may have) (and the calculations referred to in this sentence shall be set forth by the Company in the Claim Resolution Notice). On each date that Securities are to be issued after the Effective Date pursuant to the preceding paragraph, the Company shall also issue and the Trustee shall also register, as book entries on the records of the Trustee, as Security Registrar, Securities to each Holder of Securities that is entitled to receive additional Securities as a result of one or more Disputed Claims or Estimated Claims having been disallowed or otherwise resolved without becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim during the period (or since the date of the last information provided to the Trustee by the Company), in an amount of additional Securities that is equal to the result of (1) such Person's Applicable Percentage of the Maximum Principal Amount of the Securities (the numerator of the fraction used in determining such Applicable Percentage for purposes of this clause (1) to be the entire amount of such Person's Aggregate Distribution Share (including Aggregate Distribution Shares that were the basis for the previous issuance of Securities hereunder), after giving effect to the resolution of all Disputed Claims and Estimated Claims to date, and the denominator of such fraction for purposes of this clause (1) to be the sum of all Aggregate Distribution Shares of all holders of Allowed Reorganizing Debtor Unsecured Non-Priority Claims on such date and the Aggregate Distribution Shares which the holders of all Disputed Claims and Estimated Claims, not including Disputed Claims or Estimated Claims that have been disallowed or otherwise resolved without becoming an Allowed Reorganizing Debtor Unsecured Non-Priority Claim), would have on such date if such Disputed Claims and Estimated Claims were to become Allowed Reorganizing Debtor Unsecured Non-Priority Claims minus (2) the amount of Securities previously issued to such Holder (and the calculations referred to in this sentence shall be set forth by the Company in the Claim Resolution Notice).

Notwithstanding anything herein to the contrary, (I) for the purpose of calculating whether the Maximum Principal Amount of Securities have been issued at any time and for any other purpose, the amount of Securities that would have been issued with respect to Amounts of Claims Paid in Cash if the Person who held the claim had received Securities on account of such Person's Allowed Reorganizing Debtor Unsecured Non-Priority Claim instead of receiving payment in cash (the "**Securities Deemed Issued**") shall be deemed to have been issued Securities hereunder in the amount that such Person would have received if such Person had received Securities on account of such Person's Allowed Reorganizing Debtor Unsecured Non-Priority Claim, (II) for purposes of the calculation by the Company of any Person's Applicable Percentage with respect to the issuance of Securities, the Securities Deemed Issued shall be deemed to be outstanding, (III) Persons that receive Amounts of Claims Paid in Cash will be deemed to have had their Securities paid in full at the time that such Persons receive their Amounts Paid in Cash, and such Persons shall have the right to receive and retain such amounts notwithstanding any provision hereof that would otherwise require any payment of Securities to be applied ratably to the outstanding Securities, (IV) although Securities Deemed Issued shall be deemed to be outstanding for purposes of determining the Applicable Percentage of any Person in connection with the issuance of Securities, Securities Deemed Issued will not be deemed to be outstanding for the purposes of calculating the amount of interest payable by the Company on the Securities or determining how to allocate such interest to the Holders, and any interest paid by the Company that was previously allocated to a Disputed Claim or Estimated Claim that subsequently became an Allowed Reorganizing Debtor Unsecured Non-Priority Claim that was paid by Amounts Paid in Cash shall be ratably allocated (as determined by the Trustee) to the Holders of Securities based on the respective amounts of Securities held by them on the dates that such interest was paid and (V) unless otherwise determined by the Board of Directors in its sole and absolute discretion, no Securities shall be issued to any Person that holds both an Allowed Reorganizing Debtor Unsecured Non-Priority Claim and a Disputed Claim or an

Estimated Claim until the next issuance of Securities following the date on which such Disputed Claim or Estimated Claim has been disallowed or otherwise resolved, and for purposes of such issuance of Securities to such Person, all of such Person's Allowed Reorganizing Debtor Unsecured Non-Priority Claims shall be deemed to have become Allowed Reorganizing Debtor Unsecured Non-Priority Claims on the date on which such Disputed Claim or Estimated Claim has been disallowed or otherwise resolved.

On the date that Securities are first issued on or after the Effective Date, except as otherwise provided below, the Securities will not be evidenced by Physical Notes. On the date that any Securities are issued by the Company thereafter, except as otherwise provided below, such Securities will not be evidenced by Physical Notes. At any time after there has been a resolution of all Disputed Claims and Estimated Claims, at the option of the Trustee or upon notice from the Majority Holders to the Trustee, the Trustee shall authenticate and register as Global Securities all of the Securities that are not otherwise evidenced by Physical Notes. Notwithstanding any other provision in this Indenture, after issuance by the Company of a Global Security pursuant to the preceding sentence, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or a nominee thereof unless (A) such Depositary (i) has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security or (ii) has ceased to be a clearing agency registered as such under the Exchange Act or announces an intention permanently to cease business or does in fact do so, (B) any beneficial owner of interests in a Global Security so requests, or (C) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Trustee requests the issuance of Securities not in the form of Global Securities. If a Global Security is issued pursuant to the terms of this paragraph and the Depositary ceases to be the Depositary for the Securities pursuant to clause (A) of the preceding sentence, the Company shall issue, and the Trustee shall register, Physical Notes in the name of each beneficial holder of interests in such Global Security unless, at or before the time that the Depositary ceases to serve as such hereunder, the Trustee or the Majority Holders elect to designate a successor as Depositary. If a Global Security is issued pursuant to the terms of this paragraph and any beneficial owner of interests in a Global Security requests that a Physical Note be issued in the name of such beneficial holder, then, upon confirmation in writing by the Holder of the Global Security to the Trustee of that the Person requesting such Physical Note is a beneficial holder of Securities in the amount set forth in such request, a Physical Note shall be issued in the name of such beneficial owner or its nominee and the Global Security shall be deemed to have been reduced by the amount of such Physical Note (and the records of the Trustee, as Security Registrar, shall reflect such reduction of the amount of such Global Security, whereupon the Trustee, in accordance with the Applicable Procedures, shall instruct the Depositary or its authorized representative to make a corresponding adjustment to its records). If a Global Security is issued pursuant to the terms of this paragraph and clause (C) of the first sentence of this paragraph is applicable, the Global Security shall be deemed to have been cancelled (and the records of the Trustee, as Security Registrar, shall reflect such cancellation, whereupon the Trustee, in accordance with the Applicable Procedures, shall instruct the Depositary or its authorized representative to make a corresponding adjustment to its records) and the Company shall issue and the Trustee shall register the Securities to the beneficial holders of interests in the Securities by the issuance of Physical Notes or by recording such interests as book entries, as determined by the Trustee. The names and addresses of the beneficial owners of interests in a Global Security at any time shall be determined by the Trustee based on information obtained as of such time from the Depositary in accordance with the Applicable Procedures. All provisions of this

Section 2.1 with respect to any Global Security and the Depositary shall be implemented in accordance with any applicable provisions of Section 2.5 and the Applicable Procedures.

At any time after the Effective Date, at the option of the Trustee or upon notice from the Majority Holders to the Trustee, the Company may issue and, upon issuance the Trustee may authenticate, Physical Notes to evidence any Securities then evidenced by book entries. At any time after the Effective Date, any Holder of Securities that are then evidenced by book entries and not by a Global Security or other Physical Note may request that the Company issue and the Trustee authenticate a Physical Note to evidence such Holder's Securities and, upon receiving any such request, the Company shall issue and the Trustee shall authenticate a Physical Note to such Holder to evidence the Securities owned by such Holder. Notwithstanding any provision to the contrary herein, however, prior to the Final Claim Resolution Date, except on or about each Quarterly Note Issuance Date, the Company shall not be required to issue, and the Trustee shall not be required to authenticate, Physical Notes to evidence Securities issued as a result of the Trustee's receipt of a Claim Resolution Notice (and the Company may therefore issue, and the Trustee may register, any such Securities as book entries recorded on the records of the Trustee, as Security Registrar) except for Securities issued to a Depositary holding a Global Security, and accordingly all Securities issued to Persons other than a Depositary (or a nominee thereof, as registered owner of a Global Security), in accordance with any Claim Resolution Notice and the provisions hereof with respect thereto may, at the discretion of the Company, be issued by the Company and registered by the Trustee as book entries on the records of the Trustee, as Security Registrar until the next Quarterly Note Issuance Date even if the Holder of any such Security to be issued has requested that such Security be evidenced by a Physical Note. On or about each Quarterly Note Issuance Date (or at any earlier time in the discretion of the Trustee), the Company shall issue, and the Trustee shall authenticate, Physical Notes to evidence any Securities that, but for the provisions of the preceding sentence, would have been evidenced by a Physical Note prior to such time.

Any Physical Notes (including any Global Securities) that are issued pursuant to the terms hereof, and the Trustee's certificate of authentication with respect to such Physical Notes, shall be in substantially the form set forth in Exhibit A hereto, which Exhibit is incorporated into this Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "**Code**"), or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution thereof.

Any Physical Notes issued hereunder shall be printed, lithographed, typewritten or engraved or produced by any combination of these methods on steel engraved borders, if so required by any securities exchange upon which the Securities may be listed, or may be produced in any other manner permitted by the rules of any such securities exchange, or, if the Securities are not listed on a securities exchange, in any other manner approved by the Company, all as determined by the officers executing such Securities, as evidenced by their execution thereof. The Company shall, upon request of any Holder the Securities of which are evidenced by more than one Physical Note or some of whose Securities are evidenced by a Physical Note and some of whose Securities are not evidenced by a Physical Note, upon delivery of any existing Physical Note to the Trustee for exchange and compliance with the Trustee's other customary procedures for the exchange of

Physical Notes, cause to be issued, authenticated by the Trustee and delivered to such Person a consolidated Physical Note in the aggregate amount of such Person's Securities.

SECTION 2.2. Title and Terms.

The aggregate principal amount of Securities that may be authenticated and delivered (which term, as used herein, includes the recording as book entries of the ownership or transfer of Securities that are not evidenced by Physical Notes) under this Indenture is limited to the Maximum Principal Amount, except for Securities authenticated and delivered in exchange for, or in lieu of, other Securities pursuant to Sections 2.5, 2.6, 2.7, 7.5, 9.2(e) or 11.8.

The Securities shall be known and designated as the "7.00% Senior Notes due 2012" of the Company. The Stated Maturity of the principal of all of the Securities shall be December 31, 2012 and they shall bear interest on their principal amount from the Effective Date, payable quarterly in arrears on March 31, June 30, September 30 and December 31 in each year, commencing December 31, 2009, at the rate of 7.00% per annum, until the principal thereof is paid; *provided, however,* that:

(a) payments shall only be made on Business Days as provided in Section 1.12;

(b) upon satisfaction by the Company of the Extension Conditions, the Stated Maturity of the principal of all of the Securities shall be December 31, 2013;

(c) on December 31, 2010, and on each March 31, June 30, September 30 and December 31 thereafter prior to the Stated Maturity of the Securities, the Company shall pay to the Trustee installments of principal of the Securities in the amount of U.S.$20,000,000, which amount shall be applied by the Trustee to each of the Securities, and paid by the Trustee to the Holders, based on the respective amounts of each of the outstanding Securities;

(d) on the date of the Stated Maturity of the principal, the outstanding principal balance of the Securities shall be payable in full;

(e) if any amount of principal is not paid when due (without regard to any applicable grace periods), whether on the date that an installment of principal is due, on the date of the Stated Maturity, or by acceleration or otherwise, such amount shall thereafter, until it is paid, bear interest at the rate of 9.00% per annum to the fullest extent permitted by applicable law; and

(f) if any amount other than principal payable by the Company under this Indenture, any Securities or any Security Documents is not paid when due (without regard to any applicable grace periods), then such amount shall thereafter, until it is paid, bear interest at the rate of 9.00% per annum to the fullest extent permitted by applicable law.

The Redemption Price or the Repurchase Price, as applicable, shall be payable at such places as are identified in the Company Notice given pursuant to Section 9.2 (any city in which any Paying Agent is located being herein called a "**Place of Payment**").

The Securities shall be redeemable at the option of the Company, as provided in Article 11. The Securities shall be subject to repurchase by the Company at the option of the Holders as provided in Article 9.

SECTION 2.3. Denominations.

The Securities shall be issuable only in registered form, without interest coupons, in denominations of U.S.$1,000 and integral multiples thereof.

SECTION 2.4. Execution, Authentication, Delivery and Dating.

The Securities that are evidenced by Physical Notes shall be executed on behalf of the Company by any Officer. Any such signature may be manual or facsimile.

Securities bearing the manual or facsimile signature of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver (a) to the extent evidenced by Physical Notes pursuant to the terms hereof, Securities executed by the Company to the Trustee or to its order for authentication, together with a Company Order for the authentication and delivery of such Securities, which Company Order shall set forth the number of separate Securities certificates, the principal amount of each of the Securities to be authenticated, the date on which the original issue of Securities is to be authenticated, the registered holder of each of the said Securities, and delivery instructions, and the Trustee in accordance with such Company Order shall authenticate and make available for delivery such Securities as provided in this Indenture and not otherwise, or (b) to the extent required to be evidenced by book entries pursuant to the terms hereof, a Company Order for the authentication and delivery of the Securities that are the subject of such Company Order, which Company Order shall set forth the principal amount of each of the Securities to be issued by the Company and authenticated by the Trustee, the date on which the original issue of Securities is to be authenticated, and the registered holder of each of the said Securities, and the Trustee in accordance with such Company Order shall authenticate and record on its records such Securities as provided in this Indenture and not otherwise.

In authenticating such Securities as provided above, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall receive, and, subject to Section 5.3, shall be fully protected in relying upon:

(a) A copy of the resolution or resolutions of the Board of Directors in or pursuant to which the terms and form of the Securities were established, certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company and to be in full force and effect as of the date of such certificate, and if the terms and form of such Securities are established by an Officers' Certificate pursuant to general authorization of the Board of Directors, such Officers' Certificate; and

(b) an Opinion of Counsel which shall state:

(1) that the form of such Securities has been established by or pursuant to a resolution of the Board of Directors in conformity with the provisions of this Indenture;

(2) that the terms of such Securities have been established in conformity with the provisions of this Indenture;

(3) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles; and

(4) that all laws and requirements in respect of the execution and delivery by the Company of such Securities have been complied with.

Each Security shall be dated (or recorded as having been issued) the date of its authentication (or, with respect to Securities not evidenced by Physical Notes, the date of its recording on the records of the Trustee, as Security Registrar).

No Security evidenced by a Physical Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature of an authorized signatory, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. The Trustee shall have the right to decline to authenticate and deliver any Securities under this Section if the Trustee, being advised by counsel, determines that such action may not lawfully be taken or if the Trustee in good faith shall determine that such action would expose the Trustee to personal liability to existing Holders.

SECTION 2.5. Global Securities.

Each Global Security authenticated under this Indenture shall be registered in the name of the Depositary designated by the Company for such Global Security or a nominee thereof and delivered to such Depositary or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Security for all purposes of this Indenture.

Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or a nominee thereof unless (A) such Depositary (i) has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security or (ii) has ceased to be a clearing agency registered as such under the Exchange Act or announces an intention permanently to cease business or does in fact do so, (B) any beneficial owner of interests in a Global Security so requests, or (C) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Trustee requests the issuance of Securities not in the form of Global Securities.

If any Global Security is to be exchanged for other Securities or cancelled in whole, it shall be surrendered by or on behalf of the Depositary or its nominee to the Trustee, as Security Registrar, for exchange or cancellation, as provided in this Article 2. If any Global Security is to be exchanged for other Securities or cancelled in part, or if another Security is to be exchanged in whole or in part

for a beneficial interest in any Global Security, in each case, as provided in Section 2.6, then either (A) such Global Security shall be so surrendered for exchange or cancellation, as provided in this Article 2, or (B) the principal amount thereof shall be reduced or increased by an amount equal to the portion thereof to be so exchanged or cancelled or equal to the principal amount of such other Security to be so exchanged for a beneficial interest therein, as the case may be, by means of an appropriate adjustment made on the records of the Trustee, as Security Registrar, whereupon the Trustee, in accordance with the Applicable Procedures, shall instruct the Depositary or its authorized representative to make a corresponding adjustment to its records. Upon any such surrender or adjustment of a Global Security, the Trustee shall, subject to Section 2.6(c) and as otherwise provided in this Article 2, authenticate and make available for delivery any Securities issuable in exchange for such Global Security (or any portion thereof) to or upon the order of, and registered in such names as may be directed by, the Depositary or its authorized representative. Upon the request of the Trustee in connection with the occurrence of any of the events specified in the preceding paragraph, the Company shall promptly make available to the Trustee a reasonable supply of Securities that are not in the form of Global Securities. The Trustee shall be entitled to rely upon any order, direction or request of the Depositary or its authorized representative which is given or made pursuant to this Article 2.

Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to this Article 2 or otherwise, shall be authenticated and delivered in the form of, and shall be, a registered Global Security, unless such Security is registered in the name of a Person other than the Depositary for such Global Security or a nominee thereof, in which case such Registered Security shall be authenticated and delivered (or, in the case of Securities not evidenced by Physical Notes, recorded on the records of the Trustee, as Security Registrar) in definitive, fully registered form, without interest coupons.

The Depositary or its nominee, as registered owner of a Global Security, shall be the Holder of such Global Security for all purposes under the Indenture and the Registered Securities, and owners of beneficial interests in a Global Security shall hold such interests pursuant to the Applicable Procedures. Accordingly, any such owner's beneficial interest in a Global Security shall be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and such owners of beneficial interests in a Global Security shall not be considered the owners or holders thereof.

SECTION 2.6. Registration, Registration of Transfer and Exchange; Restrictions on Transfer.

(a) The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency of the Company designated pursuant to Section 8.2 being herein sometimes collectively referred to as the "**Security Register**") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and of transfers of Registered Securities. The Trustee is hereby appointed "**Security Registrar**" for the purpose of registering Registered Securities and transfers and exchanges of Registered Securities as herein provided.

Upon surrender for registration of transfer of any Security (or, with respect to any Security not evidenced by a Physical Note, of an Instruments of Transfer with respect to such Security) at an

office or agency of the Company designated pursuant to Section 8.2 for such purpose, the Company shall execute, and the Trustee shall authenticate and deliver (or, with respect to any Security not evidenced by a Physical Note, the Trustee, as Security Registrar, shall record in its records), in the name of the designated transferee or transferees, one or more new Securities of any authorized denominations and of a like aggregate principal amount and, with respect to Securities evidenced by a Physical Note, bearing such restrictive legends as may be required by this Indenture, *provided, however,* that, except in the cases of an assignment of the entire remaining amount of Securities owned by a Holder, the principal amount of Securities transferred by a Holder pursuant to any such transfer shall not be less than U.S.$100,000 unless the Majority Holders otherwise consent.

At the option of the Holder, and subject to the other provisions of this Section 2.6, Securities evidenced by a Physical Note may be exchanged for other Securities of any authorized denomination and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at any such office or agency. Whenever any Securities evidenced by a Physical Note are so surrendered for exchange, and subject to the other provisions of this Section 2.6, the Company shall execute, and the Trustee shall authenticate and make available for delivery, the Securities the Holder making the exchange is entitled to receive. Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Security Registrar) be duly endorsed, or be accompanied by an Instrument of Transfer.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, subject to the other provisions of this Section 2.6, and entitled to the same benefits under this Indenture, as the Securities surrendered or transferred upon such registration of transfer or exchange.

No service charge shall be made for any registration of transfer or exchange of Securities except as provided in Section 2.7, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Sections 2.5, 7.5, 9.2(e), or 11.8 not involving any transfer and other than any stamp and other duties, if any, that may be imposed in connection with any such transfer or exchange by the United States or any political subdivision thereof or therein, which shall be paid by the Company.

(b) Neither the Trustee, the Paying Agent nor any of their agents shall (1) have any duty to monitor compliance with or with respect to any federal or state or other securities or tax laws or (2) have any duty to obtain documentation on any transfers or exchanges other than as specifically required hereunder.

(c) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(d) Each Holder of a Security agrees to indemnify the Company and the Trustee against any liability that may result from the transfer, exchange or assignment of such Holder's Security in

violation of any provision of this Indenture and/or applicable federal or state or other securities laws.

SECTION 2.7. Mutilated, Destroyed, Lost or Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and make available for delivery in exchange therefor a new Security of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there be delivered to the Company and to the Trustee:

(a) evidence to their satisfaction of the destruction, loss or theft of any Security, and

(b) such security or indemnity as may be required by either or both of the Company or the Trustee to save each of them and any agent of either of them harmless from any loss or liability which any of them may suffer if a security is replaced and subsequently presented or claimed for payment,

then, in the absence of actual notice to the Company or a Responsible Officer of the Trustee that such Security has been acquired by a *bona fide* purchaser, the Company shall execute and the Trustee shall authenticate and make available for delivery, in lieu of any such destroyed, lost or stolen Security, a new Security of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion, may, instead of issuing a new Security, pay such Security, upon satisfaction of the conditions set forth in the preceding paragraph.

Upon the issuance of any new Security under this Section 2.7, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto (other than any stamp and other duties, if any, that may be imposed in connection therewith by the United States or any political subdivision thereof or therein, which shall be paid by the Company) and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security issued pursuant to this Section 2.7 in lieu of any mutilated, destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the mutilated, destroyed, lost or stolen Security shall be at any time enforceable by anyone, and such new Security shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities duly issued hereunder.

The provisions of this Section 2.7 are exclusive and shall preclude (to the extent lawful) all other rights and remedies of any Holder with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 2.8. Payment of Interest; Interest Rights Preserved.

(a) Interest on any Security that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid, in immediately available funds, to the Person in whose

name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date ("**Defaulted Interest**") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest (which term as used hereafter in this Section 2.8 refers to the Defaulted Interest plus interest thereon in accordance with Section 2.2), if it does not sooner become immediately due and payable pursuant to Section 4.2, may be paid by the Company, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest, to the Persons in whose names the Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security, the date of the proposed payment and the Special Record Date, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in this clause. The Special Record Date for the payment of such Defaulted Interest shall be not more than fifteen (15) days and not less than ten (10) days prior to the date of the proposed payment and not less than fifteen (15) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at such Holder's address as it appears in the Security Register, not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (ii).

(ii) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to provisions of Section 2.1, Section 2.6 and the foregoing provisions of this Section 2.8(a), each Security issued under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, that were carried by such other Security.

(b) In addition to paying interest as and when due on the Outstanding Securities as provided herein, the Company shall pay to the Collateral Agent on each Interest Payment Date that occurs prior to the Final Claim Resolution Date an additional amount such that the aggregate

amount paid by the Company pursuant to this Section 2.8 on each Interest Payment Date occurring prior to the Final Claim Resolution Date shall be an amount equal to the interest that would have accrued between the previous Interest Payment Date (or, in the case of the first such payment, the Effective Date) and such Interest Payment Date on a principal amount of Securities equal to the Maximum Principal Amount of Securities. The amount by which (i) the amount paid by the Company pursuant to the preceding sentence of this subsection (b) exceeds (ii) the interest payable by the Company on the Outstanding Securities on such Interest Payment Date (the amount by which (i) exceeds (ii) being the "**Pre-Funded Interest**") shall be held by the Collateral Agent as additional cash collateral for the Obligations and, if not sooner applied to the Obligations as a result of an Event of Default and exercise of remedies hereunder, shall be applied by the Trustee for the benefit of Disputed/Estimated Claims Resolution Holders as provided in the proviso in the third paragraph of Section 2.1.

SECTION 2.9. Persons Deemed Owners.

Prior to due presentment of an Instrument of Transfer with respect to a Security for registration of transfer (and, with respect to a Security evidenced by a Physical Note, prior to the delivery of such Physical Note for registration of transfer), the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of, premium, if any, and (subject to Section 2.8) interest on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 2.10. Cancellation.

All Securities as to which the Holder executes an instrument of surrender or an instrument that submits such Securities for payment, repurchase, redemption, registration of transfer or exchange shall (and, with respect to a Security evidenced by a Physical Note, all such Securities delivered for surrender, payment, repurchase, redemption, registration of transfer or exchange shall), if such instrument of surrender is delivered (or such Physical Note is delivered) to any Person other than the Trustee, be delivered to the Trustee. All Securities so delivered to the Trustee (and Securities that are the subject of any such instrument delivered to the Trustee) shall be cancelled promptly by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section 2.10. The Trustee shall dispose of all cancelled Securities in accordance with applicable law and its customary practices in effect from time to time.

SECTION 2.11. Computation of Interest.

Interest on the Securities shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.12. CUSIP Numbers.

The Company in issuing Securities may use "CUSIP" numbers (if then generally in use) in addition to serial numbers and the Trustee shall use such CUSIP numbers in addition to serial numbers in notices of repurchase as a convenience to Holders; *provided, however,* that any such notice may state that no representation is made as to the correctness of such CUSIP numbers either, as to any Physical Notes, as printed on the Physical Notes, or as contained in any notice of a

repurchase and that reliance may be placed, as to any Physical Notes, only on the serial or other identification numbers printed on the Physical Notes, and any such notice shall not be affected by any defect in or omission of such CUSIP numbers. The Company shall promptly notify the Trustee in writing of any change in any such CUSIP number.

ARTICLE 3.
SATISFACTION AND DISCHARGE

SECTION 3.1. Satisfaction and Discharge of Indenture.

This Indenture shall upon Company Request cease to be of further effect (except as to any surviving rights of registration of transfer or exchange, or replacement of Securities herein expressly provided for and the Company's obligations to the Trustee pursuant to Section 5.7), and the Trustee, at the expense of the Company, shall execute proper instruments in form and substance reasonably satisfactory to the Trustee acknowledging satisfaction and discharge of this Indenture, when:

(a) either:

(1) all Physical Notes theretofore authenticated and delivered (other than Physical Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.7) have been delivered to the Trustee for cancellation and instruments executed and delivered to the Trustee as to all other Securities acknowledging the payment in full of such Securities have been delivered to the Trustee (other than, in the case of all such Physical Notes and other Securities, Physical Notes and other Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 8.3); or

(2) all such Physical Notes not theretofore delivered to the Trustee or its agent for cancellation and all Securities not evidenced by Physical Notes as to which instruments referred to in clause (1) above have not been delivered (other than Physical Notes and other Securities referred to in the first or second parenthetical clause of such clause (1):

(i) have become due and payable; or

(ii) will have become due and payable at their Stated Maturity within one (1) year;

and the Company, in the case of clause (i) or (ii) above, has deposited or caused to be deposited with the Trustee as trust funds (immediately available to the Holders in the case of clause (i) above) an amount sufficient to pay and discharge the entire principal, premium, if any, and interest, if any, on such Physical Notes not theretofore delivered for cancellation and such other Securities not evidenced by Physical Notes as to which instruments referred to in clause (1) above have not been delivered, to the date of such deposit (in the case of Securities that have become due and payable) or to the Stated Maturity; and

(b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(c) the Company has delivered to the Trustee an Officer's Certificate stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 5.7, the obligations of the Company to any Authenticating Agent under Section 5.12, the obligations of the Trustee under Section 3.2 and the last paragraph of Section 8.3, if money shall have been deposited with the Trustee pursuant to clause (a)(2) of this Section 3.1, the obligations of the Company and the Trustee and the rights of the Holders under Article 4 and the obligations of the Company and the Trustee under Section 2.6 shall survive.

SECTION 3.2. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 8.3, all money deposited with the Trustee pursuant to Section 3.1 shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent), to the Persons entitled thereto, of the principal, premium, if any, and interest for whose payment such money has been deposited with the Trustee.

ARTICLE 4.
REMEDIES

SECTION 4.1. Events of Default.

"**Event of Default**," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of or premium, if any, on any Security at its Maturity; or

(b) default in the payment of (i) any interest upon any Security when it becomes due and payable, or (ii) any other obligation of the Company under this Indenture (other than a default referred to in clause (a) of this Section 4.1), and continuance of such default (under clause (i) or (ii)) for a period of five (5) Business Days; or

(c) failure by the Company to give the Company Notice in accordance with Section 9.2; or

(d) default in the performance, or breach, of any covenant of the Company or any Subsidiary in this Indenture or any of the Security Documents (other than a covenant a default in the performance or breach of which is specifically dealt with elsewhere in this Section 4.1), and continuance of such default or breach for a period of thirty (30) days after there has been given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Outstanding Securities, a written notice

specifying such default or breach and requiring it to be remedied and stating that such notice is a "**Notice of Default** "; or

(e) (i) failure of the Company or any Significant Subsidiary to make any payment, by the end of any applicable grace period, with respect to any Indebtedness under any bond, debenture, note or similar instrument or other indebtedness for money borrowed, in an amount outstanding in excess of the Threshold Amount, whether such indebtedness now exists or shall hereafter be created, (ii) the Company or any Significant Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness in an aggregate outstanding principal amount equal to or greater than the Threshold Amount or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Company or any Significant Subsidiary has become obligated to purchase or repay Indebtedness before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount equal to or greater than the Threshold Amount, or (y) one or more Persons have the right to require the Company or any Significant Subsidiary so to purchase or repay such Indebtedness; or

(f) the Company or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(g) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Significant Subsidiaries, or any such petition shall be filed against the Company or any of its Significant Subsidiaries and such petition shall not be dismissed within sixty (60) days; or

(h) any event occurs with respect to the Company or any Significant Subsidiary which under the laws of any jurisdiction is analogous to any of the events described in Section 4.1(f) or (g), *provided* that the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to the proceeding described in Section 4.1(f) or (g); or

(i) a final judgment or judgments for the payment of money aggregating in excess of the Threshold Amount are rendered against one or more of the Company and its Significant Subsidiaries and which judgments are not, within thirty (30) days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within thirty (30) days after the expiration of such stay; or

(j) the Guaranty by the Guarantors of the obligations of the Company hereunder and under the Securities shall fail or cease to be effective or enforceable, or the Trustee's security interests or other Liens in a substantial portion of the Collateral shall cease to be perfected, or shall cease to have the priority contemplated by the Security Documents, in each case otherwise than in accordance with the terms thereof or with the express prior written agreement, consent or approval of the Majority Holders, or any action at law, suit or in equity or other legal proceeding to cancel, revoke or rescind this Indenture, any Guaranty of the obligations of the Company hereunder, or any of the Security Documents or any provision of any of the foregoing shall be commenced by or on behalf of the Company or any Guarantor or any of their respective stockholders, or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Indenture, any Guaranty of the obligations of the Company hereunder, or any of the Security Documents or any provision of any of the foregoing is illegal, invalid or unenforceable in accordance with the terms thereof.

SECTION 4.2. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 4.1(f) or 4.1(g)) occurs and is continuing, then in every such case the Trustee or the Holders of not less than twenty-five percent (25%) in principal amount of the Outstanding Securities may declare the principal of all the Securities to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders), and upon any such declaration, such principal and all accrued and unpaid interest thereon, and the Make-Whole Amount with respect to the Securities, shall become immediately due and payable. If an Event of Default specified in Sections 4.1(f) or 4.1(g) occurs, the principal of, and accrued and unpaid interest on all the Securities, and the Make-Whole Amount with respect to the Securities, shall *ipso facto* become immediately due and payable without any declaration or other Act of the Holder or any act on the part of the Trustee.

This Section 4.2 is subject to the conditions that if, at any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article 4 provided, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Company and the Trustee, may rescind and annul such declaration of acceleration and its consequences if:

(a) the Company has paid or deposited with the Trustee a sum sufficient to pay:

(1) all overdue interest, if any, on all Securities;

(2) the principal of and premium, if any, on any Securities that have become due otherwise than by such declaration of acceleration and any interest thereon at the rate borne by the Securities;

(3) to the extent permitted by applicable law, interest upon overdue interest in accordance with Section 2.2; and

(4) all sums paid or advanced by the Trustee and the Collateral Agent hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Agent, and their respective agents and counsel; and

(b) all Events of Default (other than the non-payment of the principal of, and any premium and interest on Securities that have become due solely by such declaration of acceleration) have been cured or waived as provided in Section 4.13.

No rescission or annulment referred to above shall affect any subsequent Default or impair any right consequent thereon.

SECTION 4.3. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if:

(a) default is made in the payment of any interest on any Security when it becomes due and payable and such default continues for a period of five (5) Business Days; or

(b) default is made in the payment of the principal of or premium, if any, on any Security at the Maturity thereof;

the Company will upon demand by the Trustee, pay to the Trustee, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal, premium, if any, and interest on any overdue principal, premium, if any, and, to the extent permitted by applicable law, on any overdue interest at the rate provided for in Section 2.2, and in addition thereto, such further amount as shall be sufficient to cover the reasonable costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel.

If the Company fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Securities and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Securities, wherever situated.

If an Event of Default occurs and is continuing, the Trustee may in its discretion, directly and/or by instructing the Collateral Agent to do so, proceed to protect and enforce its rights and the rights of the Holders of Securities by such appropriate judicial proceedings as the Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or the Security Documents or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 4.4. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relating to the Company or any other obligor upon the Securities or the property of the Company or of such other obligor or the creditors of either, the Trustee (whether or not the principal of, and any interest on, the Securities shall then be due and payable as therein expressed or by declaration or otherwise and whether or not the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Securities and take such other actions, including participating as a member, voting or otherwise, of any official committee of creditors appointed in such matter, and to file such other papers or documents, in each of the foregoing cases, as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel) and of the Holders of Securities allowed in such judicial proceeding; and

(b) to collect and receive any moneys or other property payable or deliverable on any such claim and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder of Securities to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders of Securities, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel and any other amounts due the Trustee under Section 5.7.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Security any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder of a Security in any such proceeding; *provided, however,* that the Trustee may, on behalf of such Holders, vote for the election of a trustee in bankruptcy or similar official.

SECTION 4.5. Trustee May Enforce Claims without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee, directly and/or by instructing the Collateral Agent to do so, without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust (or, at the instruction of the Trustee, by the Collateral Agent in its name as agent), and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Agent, and their respective agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which judgment has been recovered.

SECTION 4.6. Application of Money Collected.

Any money collected by the Trustee and the Collateral Agent pursuant to this Article 4 shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, upon presentation of the Securities evidenced by Physical Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: to the payment of all amounts due the Trustee and the Collateral Agent under Section 5.7;

SECOND: to the payment of the amounts then unpaid for principal of, premium, if any, or interest on, the Securities in respect of which or for the benefit of which such money has been collected, and to the payment of any other amounts payable to the Trustee, the Collateral Agent or the Holders under this Indenture, ratably, without preference or priority of any kind, according to the amounts payable; and

THIRD: any remaining amounts shall be repaid to the Company.

SECTION 4.7. Limitation on Suits.

No Holder of any Security shall have any right to institute any proceeding, judicial or the like, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Securities shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have furnished to the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity, has failed to institute any such proceeding; and

(e) the Trustee has not received any direction inconsistent with such written request from the Holders of a majority of the aggregate principal amount of the Outstanding Securities during the 60-day period referred to in (d) above;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders.

SECTION 4.8. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and (subject to Section 2.8) interest on such Security on the respective Stated Maturities expressed in such Security (or, in the case of repurchase or redemption, on the Repurchase Date or the Redemption Date, respectively) and on each date that an installment of principal is payable hereunder, and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 4.9. Restoration of Rights and Remedies.

If the Trustee, the Collateral Agent or any Holder of a Security has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, the Collateral Agent or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee, the Collateral Agent and the Holders of Securities shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee, the Collateral Agent and such Holders shall continue as though no such proceeding had been instituted.

SECTION 4.10. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 2.7, no right or remedy herein conferred upon or reserved to the Trustee, the Collateral Agent or the Holders of Securities is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 4.11. Delay or Omission Not Waiver.

No delay or omission of the Trustee, the Collateral Agent or any Holder of any Security to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or any acquiescence therein. Every right and remedy given by this Article 4 or by law to the Trustee, the Collateral Agent or the Holders of Securities may be exercised from time to time, and as often as may be deemed expedient, by the Trustee, the Collateral Agent (upon receiving instructions with respect thereto from the Trustee) or (subject to the limitations contained in this Indenture) by the Holders of Securities, as the case may be.

SECTION 4.12. Control by Holders of Securities.

The Holders of a majority in principal amount of the Outstanding Securities shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or the Collateral Agent or exercising any trust or power conferred on the Trustee, *provided* that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture; and

(b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction; and

(c) neither the Trustee nor the Collateral Agent need take any action which might expose it to personal liability, without the prior receipt of satisfactory indemnity (as determined by the Trustee or the Collateral Agent, as applicable, in its sole discretion) from Holders requesting such action, or be unduly prejudicial to the Holders of Securities of such series not joining therein.

SECTION 4.13. Waiver of Past Defaults.

The Holders, either (a) through the written consent of not less than a majority in principal amount of the Outstanding Securities or (b) by the adoption of a resolution, at a meeting of Holders of the Outstanding Securities at which a quorum is present, by the Holders of at least a majority in principal amount of the Outstanding Securities, may on behalf of the Holders of all the Securities waive any past Default hereunder and its consequences, except a Default (1) in the payment of the principal of, premium, if any, interest or the Repurchase Price on any Security or (2) in respect of a covenant or provision hereof that under Article 7 cannot be modified or amended without the consent of the Holder of each Outstanding Security affected.

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 4.14. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee or the Collateral Agent for any action taken, suffered or omitted by it as Trustee or Collateral Agent, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 4.14 shall not apply to any suit instituted by the Company, to any suit instituted by the Trustee or the Collateral Agent, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than ten percent (10%) in principal amount of the Outstanding Securities, or to any suit instituted by any Holder of any Security for the enforcement of the payment of the principal of, premium, if any, or interest on any Security on or after the respective Stated Maturity or Maturities expressed in such Security (or, in the case of repurchase, on or after the Repurchase Date).

SECTION 4.15. Waiver of Stay, Usury or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, usury or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede by reason of such law the execution of any power herein granted

to the Trustee but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 5.
THE TRUSTEE

SECTION 5.1. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee and permissive rights of the Trustee hereunder shall not constitute performance duties; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture but not to verify the contents thereof.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph (c) shall not be construed to limit the effect of paragraph (a) of this Section 5.1;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 5.1.

SECTION 5.2. Notice of Defaults.

Within thirty (30) days after the occurrence of any Default hereunder as to which a Responsible Officer of the Trustee has actually received written notice, the Trustee shall give to all Holders of Securities, in the manner provided in Section 1.6, notice of such Default, unless such Default shall have been cured or waived; *provided, however,* that, except in the case of a Default in the payment of the principal of, premium, if any, or interest on any Security, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders.

SECTION 5.3. Certain Rights of Trustee.

Subject to the provisions of Section 5.1:

(a) the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, other certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon, other evidence of Indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors shall be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may request and, in the absence of bad faith on its part, rely conclusively upon an Officer's Certificate or an Opinion of Counsel;

(d) the Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon, and the Trustee may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of, or information obtained from, any accountant, appraiser or other expert or adviser, whether retained or employed by the Company or by the Trustee, in relation to any matter arising in the administration of the trusts hereof;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon, other evidence of Indebtedness or other paper or document, but the Trustee may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(i) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture;

(j) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(k) the Trustee may request that the Company deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any person authorized to sign an Officer's Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded;

(l) the Trustee shall not be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss or profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(m) the Trustee shall not be required to give any note, bond or surety in respect of the execution of the trusts and powers under this Indenture;

(n) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruption, loss or malfunction of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authorities and governmental action; and

(o) the Trustee shall have no duty to inquire as to the performance of the covenants in Articles 8 and 9 hereof. In addition, Trustee shall not be deemed to have knowledge of any Default or Event of Default hereunder except (i) any Default or Event of Default arising from a breach of Sections 8.1 or 8.5, or (ii) any Default or Event of Default of which a Responsible Officer of the Trustee shall have received notification or obtained actual knowledge. In the absence of such actual knowledge or notice, the Trustee may assume that no Default or Event of Default has occurred or is continuing under this Indenture.

SECTION 5.4. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Physical Notes (except the Trustee's certificates of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 5.5. May Hold Securities, Act as Trustee under Other Indentures.

The Trustee, any Authenticating Agent, any Paying Agent, the Collateral Agent, or any other agent of the Company or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Company with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Collateral Agent or such other agent. However, the Trustee must comply with Sections 5.8, 5.9 and 5.14 of this Indenture, and the Trustee is subject to Trust Indenture Act Sections 310(b) and 311.

The Trustee may become and act as trustee under other indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding in the same manner as if it were not Trustee hereunder.

SECTION 5.6. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder, except as otherwise agreed in writing with the Company.

SECTION 5.7. Compensation and Reimbursement.

The Company agrees:

(a) to pay to the Trustee from time to time such reasonable compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence, willful misconduct or bad faith;

(c) to indemnify the Trustee (and its directors, officers, employees and agents) for, and to hold it harmless against, any and all loss, damage, claim, liability or expense, incurred without negligence or willful misconduct on its part, arising out of or in connection with, in respect of the Company and its Subsidiaries and their respective properties and assets, (i) the violation of any Environmental Law; (ii) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Material, or (iii) any action, suit, proceeding or investigation brought or threatened with respect to any Hazardous Substances (including, but not limited to, claims with respect to wrongful death, personal injury or damage to property), in each case including, without limitation, the reasonable costs, expenses and reasonable attorneys' fees incurred in connection with any such investigation, litigation or other proceeding; and

(d) to indemnify the Trustee (and its directors, officers, employees and agents) for, and to hold it harmless against, any and all other loss, damage, claim, liability or expense, including taxes (other than taxes based on the income of the Trustee), incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust, including the reasonable costs, expenses and reasonable attorneys' fees of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 4.1(f) or Section 4.1(g) with respect to the Company, the expenses (including the reasonable charges of its counsel) and the compensation for the services are intended to constitute expenses of the administration under any applicable federal or state bankruptcy, insolvency or other similar law.

The Trustee shall have a lien prior to the Securities as to all property and funds held by it hereunder for any amount owing it or any predecessor Trustee pursuant to this Section 5.7.

The provisions of this Section 5.7 shall survive the termination of this Indenture or the earlier resignation or removal of the Trustee.

SECTION 5.8. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such, having a combined capital and surplus (or for such purposes, the combined capital and surplus of any parent holding company) of at least U.S.$250,000,000, subject to supervision or examination by federal or state authority, in good standing and having an established place of business or agency in the Borough of Manhattan, The City of New York. If such Corporation publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section 5.8, the combined capital and surplus of such Corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 5.8, it shall resign immediately in the manner and with the effect hereinafter specified in this Article 5 and a successor shall be appointed pursuant to Section 5.9.

SECTION 5.9. Resignation and Removal; Appointment of Successor.