

SECTION 3.02. The Company hereby agrees that, so long as any Bonds of Series Z shall be outstanding, if a "default", as defined in the Debenture Indenture, occurs

(1) the occurrence of such a "default" shall constitute an Event of Default under the Indenture forthwith upon notice thereof to the Corporate Trustee from the Company or any holder of any Debenture or of any Bond of Series Z; and

(2) if, after the occurrence of such a "default", the maturity of the Debentures is accelerated in accordance with the terms of the Debenture Indenture the maturity of the Bonds of Series Z shall be similarly accelerated forthwith upon notice thereof to the Corporate Trustee from the Company or any holder of any Debenture or of any Bond of Series Z, without the necessity of any further action by the holders of the Bonds of Series Z or by the Trustees and without any declaration of the maturity of the Bonds of Series Z within the meaning of Section 7.03 of the Indenture.

SECTION 3.03. So long as any Bonds of Series Z shall be outstanding, the figure "25%" appearing in Sections 7.02 and 7.13 of the Indenture shall be "20%".

SECTION 3.04. Chemical Bank and L. F. Sadler, the parties of the second part, hereby accept the trust in this First Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this First Supplemental Indenture and in the Bonds of Series Z shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this First Supplemental Indenture other than as set forth in the Indenture.

SECTION 3.05. Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this First Supplemental Indenture, or any covenant, condition or provision