

is in all respects ratified and confirmed; and the Original Indenture and all indentures supplemental thereto, including this Sixth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.02. Nothing in this Sixth Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of Bonds and Notes issued under or secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Sixth Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Sixth Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bonds and Notes issued and to be issued under or secured by the Indenture. All covenants, promises and agreements in this Sixth Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

Section 3.03 This Sixth Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts when so executed shall be deemed to be an original; but all such counterparts shall together constitute but one and the same instrument.

Section 3.04. Terms not defined in this Sixth Supplemental Indenture and which are defined in the Indenture shall, unless the context otherwise requires, have the meanings set forth in the Indenture.

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