Section 1: 8-K (FORM 8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **August 19, 2019**

HALLMARK FINANCIAL SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Nevada

(State or Other Jurisdiction of Incorporation)

001-11252	**87-0447375**
(Commission File Number)	(IRS Employer Identification No.)
5420 Lyndon B. Johnson Freeway, Suite 1100, Dallas, Texas	**75240**
(Address of Principal Executive Offices)	(Zip Code)

817-348-1600

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock $0.18 par value	HALL	Nasdaq Global Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

On August 19, 2019, Hallmark Financial Services, Inc. (the "Company") entered into an Indenture and a First Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A. (the "Trustee") governing the Company's 6.25% Senior Unsecured Notes due 2029 (the "Notes"). The Notes were offered and sold pursuant to the Company's Registration Statement on Form S-3 (Registration No. 333-231502). A final prospectus supplement dated August 12, 2019, relating to the offering and sale of the Notes was filed by the Company with the Securities and Exchange Commission on August 14, 2019.

The foregoing description of the Indenture is qualified in its entirety by reference to the definitive agreements filed as exhibits to this Current Report on Form 8-K and incorporated herein by this reference.

Item 8.01 Other Events

Upon execution of the Indenture, the Company issued and sold to Raymond James & Associates, Inc., as underwriters, $50,000,000 in aggregate principal amount of the Notes and received $49,250,000 in proceeds net of underwriting discount. In connection with the issuance and sale of the Notes, the Company is filing a legal opinion regarding the validity of the Notes. The exhibits filed with this Form 8-K are incorporated by reference in the Company's Registration Statement on Form S-3 (Registration No. 333-231502).

On August 19, 2019, the Company used a portion of the net proceeds from issuance and sale of the Notes to repay the $30.0 million principal balance plus accrued interest and fees outstanding on its revolving credit facilities with Frost Bank. Upon such repayment, the Company terminated all of its credit facilities with Frost Bank.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

4.1	Indenture between Hallmark Financial Services, Inc. and The Bank of New York Mellon Trust Company, N.A. dated August 19, 2019.
4.2	First Supplemental Indenture between Hallmark Financial Services, Inc. and The Bank of New York Mellon Trust Company, N.A. dated August 19, 2019.
5.1	Opinion of McGuire, Craddock & Strother, P.C.
23.1	Consent of McGuire, Craddock & Strother, P.C. (included in Exhibit 5.1)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned duly authorized.

HALLMARK FINANCIAL SERVICES, INC.

Date: August 20, 2019

By: /s/ Jeffrey R. Passmore
Jeffrey R. Passmore, Chief Financial Officer

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Section 2: EX-4.1 (EXHIBIT 4.1)

Exhibit 4.1

EXECUTION VERSION

HALLMARK FINANCIAL SERVICES, INC.

INDENTURE

Dated as of August 19, 2019

The Bank of New York Mellon Trust Company, N.A.,

as Trustee

DEBT SECURITIES

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Cross Reference Table

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as amended (the "TIA"),
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Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

Attention should also be directed to Section 318(c) of the TIA, which provides that the provisions of Sections 310 to and including Section 317 of the TIA are a part of and govern every qualified indenture, whether or not physically contained therein.

INDENTURE, dated as of August 19, 2019, between HALLMARK FINANCIAL SERVICES, INC., a Nevada corporation (the "Company"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as Trustee (the "Trustee").

RECITALS

The Company deems it necessary to issue from time to time for its lawful purposes debt securities (the "Securities") evidencing unsecured indebtedness and has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of the Securities in one or more series, unlimited as to aggregate principal amount, to bear such rates of or formulas for interest, to mature at such times, and to have such other provisions as shall be fixed therefor as hereinafter provided.

All things necessary to make this Indenture a valid and binding agreement of the Company, in accordance with its terms, have been done.

This Indenture is subject to the provisions of the TIA that are required to be a part of this Indenture and, to the extent applicable, shall be governed by such provisions.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the registered holders thereof (the "Holders"), the Company and the Trustee agree as follows for the equal and proportionate benefit of the Holders of the Securities:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"Additional Amounts" shall mean any additional amounts to be paid by the Company in respect of Securities of a series, as may be specified pursuant to Section 2.1 hereof and in such Security and under the circumstances specified therein, in respect of specified taxes, assessments or other governmental charges imposed on certain Holders.

"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 purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 20% or more of the voting securities of a Person shall be deemed to be control.

"Agent" means the Registrar or any Paying Agent, authenticating agent or securities custodian.

"Agent Members" has the meaning assigned to it in Section 2.3.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Security, the rules and procedures of the Depository that apply to such transfer or exchange.

"Authentication Order" means a written order of the Company, signed in the name of the Company by two of the following officers: its Chief Executive Officer, President, Chief Financial Officer, Executive Vice President, Assistant Secretary, Treasurer or Controller, directing the Trustee to authenticate the Securities for original issue.

"Bankruptcy Law" means Title 11 of the United States Code (11 U.S.C. §§101 et seq.) or any similar federal or state law for the relief of debtors.

"Bearer Securities" means a Security that is payable to bearer and title to which passes by delivery only.

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board of Directors.

"Board Resolution" means a copy of a resolution 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, and delivered to the Trustee.

"Business Day" means any day other than a Legal Holiday.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing Person.

"Code" has the meaning assigned to it in Section 11.20.

"Company" has the meaning assigned to it in the preamble to this Indenture.

"Consolidated Assets" means all assets owned directly by the Company or indirectly by the Company through any Subsidiary and reflected on the Company's consolidated balance sheet prepared in accordance with GAAP.

"Corporate Trust Office of the Trustee" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office as of the date of this instrument is located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, except that with respect to presentation of Notes for payment or for registration of transfer, conversion or exchange, such term shall mean the office or agency of the Trustee at which at any particular time its corporate agency business shall be conducted, which office at the date of this instrument is located at 240 Greenwich Street, New York, New York 10286; Attention: Corporate Trust Division – Corporate Finance Unit, or, in the case of any of such offices or agency, such other address as the Trustee may designate from time to time by notice to the Company.

"Covenant Defeasance" has the meaning assigned to it in Section 8.4.

"Default" means any event that is, or with the passage of time or the giving of notice (or both) would be, an Event of Default.

"Definitive Securities" means Securities of any series that are in the form of the Security for that series specified in the Board Resolution or a supplemental indenture.

"Depository" means when used with respect to the Securities of or within any series issuable or issued in whole or in part in global form, means the Person designated as depository by the Company pursuant to this Indenture until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter shall mean or include each Person which is then a Depository hereunder, and if at any time there is more than one such Person, shall be a collective reference to such Persons.

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

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" has the meaning assigned to it in Section 6.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, the statements and pronouncements of the Financial Accounting Standards Board and such other statements by such other entities (including the SEC) as have been accepted by a significant segment of the accounting profession, applied on a consistent basis as in effect from time to time.

"Global Securities" means any Security that evidences all or part of a series of Securities, issued in fully registered certificated form to the Depository in accordance with Section 2.3 hereof and bearing the legend prescribed in Section 2.3 hereof.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"Holder" has the meaning assigned to it in the preamble to this Indenture.

"Indebtedness" means, without duplication, the principal, premium, if any, unpaid interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not a claim for post-filing interest is allowed in such proceeding), fees, charges, expenses, reimbursement and indemnification obligations, and all other amounts payable under or in respect of the following indebtedness of the Company, whether any such indebtedness exists as of the date of the Indenture or is created, incurred or assumed after such date: (i) all obligations for borrowed money, (ii) all obligations evidenced by debentures, Securities or other similar instruments, (iii) all obligations in respect of letters of credit or bankers acceptances or similar instruments (or reimbursement obligations with respect thereto), (iv) all obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (v) all Indebtedness of others guaranteed by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries is legally responsible or liable (whether by agreement to purchase indebtedness of, or to supply funds or to invest in, others), and (vi) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Company but excluding any obligations of the Company which are required (as opposed to elected to be treated) as capitalized leases under GAAP.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Legal Defeasance" has the meaning assigned to it in Section 8.3.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or place for payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday, payment may be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"Lien" has the meaning assigned to it in Section 7.6.

"Material Subsidiary" means a direct or indirect subsidiary of the Company that is an insurance company with statutory surplus of at least $50,000,000 for the most recently completed fiscal quarter.

"Officer" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice President of such Person.

"Officers' Certificate" means, with respect to any Person, a certificate (which includes the statements set forth in Section 11.6 hereof) signed by either the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of such Person and another Officer of such Person and delivered to the Trustee.

"Opinion of Counsel" means a written opinion (which includes the statements set forth in Section 11.6 hereof) from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or any Subsidiary of the Company.

"Original Issue Discount Securities" shall mean any Securities that are initially sold at a discount from the principal amount thereof and that provide upon an Event of Default for declaration of an amount less than the principal amount thereof to be due and payable upon acceleration thereof.

"Paying Agent" has the meaning assigned to it in Section 2.5.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Principal Amount" means the amount of a Security as set forth on the face of the Security.

"Redemption Date" has the meaning assigned to it in Section 3. 2.

"Registered Security" shall mean any Security established pursuant to Section 2.1 that is registered with the Registrar of the Company.

"Registrar" has the meaning assigned to it in Section 2.5.

"Responsible Officer," when used with respect to the Trustee, means any officer assigned to the Corporate Trust Division - Corporate Finance Unit (or any successor division or unit) of the Trustee located at the Corporate Trust Office of the Trustee, who shall have direct responsibility for the administration of this Indenture, and for the purposes of Section 7.1(c)(ii) and the second sentence of Section 7.4 shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"SEC" means the Securities and Exchange Commission.

"Securities" shall have the meaning set forth in the preamble of this Indenture.

"Subsidiary" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person, (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or an entity described in clause (i) and related to such Person or (b) the only general partners of which are such Person or of one or more entities described in clause (i) and related to such Person (or any combination thereof) and (iii) any limited liability company of which more than 50% of the total membership interests is at the time owned or controlled, directly or indirectly, by such Person.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA and successor statute thereto, in each case as amended from time to time.

"Trustee" means the party named as such in the preamble to this Indenture until a successor replaces such party with respect to one or more series of Securities in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder, and if at any time there is more than one such person "Trustee" as used with respect to any series of Securities shall mean the Trustee with respect to that series of Securities.

"Voting Stock" means outstanding shares of Capital Stock having voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power because of default in dividends or other default.

Section 1.2 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in, and made a part of, this Indenture. All terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.3 Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) words in the singular include the plural, and words in the plural include the singular;

(d) 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;

(e) headings are used for convenience of reference only and do not affect interpretation;

(f) unless the context otherwise requires, any reference to an "Article," a "Section" or an "Exhibit" refers to an Article, a Section or an Exhibit, as the case may be, of this Indenture;

(g) words importing any gender include the other genders; and

(h) "or" is not exclusive.

ARTICLE II

THE SECURITIES

Section 2.1 Amount Unlimited; Issuable in Series.

The Securities may be issued in one or more series. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited. There shall be established in or pursuant to one or more Board Resolutions, or indentures supplemental hereto, prior to the issuance of Securities of any series, any or all of the following, as applicable (each of which, (except for the matters set forth in clauses (a) and (b) below), if so provided, may be determined from time to time by the Company with respect to unissued Securities of or within the series when issued from time to time):

(a) the title of the Securities of or within the series (that shall distinguish the Securities of such series from all other series of Securities) and ranking (including the terms of any subordination provisions) of the Securities;

(b) any limit upon the aggregate principal amount of the Securities of or within the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of or within the series);

(c) the date or dates, or the method by which such date or dates will be determined, on which the principal of the Securities of or within the series shall be payable and the amount of principal payable thereon;

(d) the rate or rates (that may be fixed or variable) at which the Securities of or within the series shall bear interest, if any, or the method by which such rate or rates shall be determined, the date or dates from which such interest shall accrue or the method by which such date or dates shall be determined, the interest payment dates on which such interest will be payable and the regular record date, if any, for the interest payable on any Registered Security on any interest payment date, or the method by which such date shall be determined, and the basis upon which interest shall be calculated if other than that of a 360-day year consisting of twelve 30-day months;

(e) the place or places where the principal of, interest, if any, on, payable in respect of, Securities of or within the series shall be payable, any Registered Securities of or within the series may be surrendered for registration of transfer, exchange or conversion and notices or demands to or upon the Company in respect of the Securities of or within the series and this Indenture may be served;

(f) the period or periods within which, the price or prices at which, the currency or currencies, currency unit or units or composite currency or currencies in which and other terms and conditions upon which Securities of or within the series may be redeemed in whole or in part, at the option of the Company, if the Company is to have the option;

(g) the obligation, if any, of the Company to redeem, repay or purchase Securities of or within the series pursuant to any sinking fund or analogous provision or at the option of a Holder thereof, and the period or periods within which or the date or dates on which, the price or prices at which, the currency or currencies, currency unit or units or composite currency or currencies in which, and other terms and conditions upon which Securities of or within the series shall be redeemed, repaid or purchased, in whole or in part, pursuant to such obligation;

(h) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which any Registered Securities of or within the series shall be issuable and, if other than the denomination of $5,000, the denomination or denominations in which any Bearer Securities of or within the series shall be issuable;

(i) if other than the Trustee, the identity of each Registrar and/or Paying Agent;

(j) if other than the principal amount thereof, the portion of the principal amount of Securities of or within the series that shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2 or, if applicable, the portion of the principal amount of Securities of or within the series that is convertible in accordance with the provisions of this Indenture, or the method by which such portion shall be determined;

(k) if other than Dollars, the foreign currency or currencies in which payment of the principal of or interest on the Securities of or within the series shall be payable or in which the Securities of or within the series shall be denominated;

(l) whether the amount of payments of principal of or interest on the Securities of or within the series may be determined with reference to an index, formula or other method (which index, formula or method may be based, without limitation, on one or more currencies, currency units, composite currencies, commodities, equity indices or other indices), and the manner in which such amounts shall be determined;

(m) whether the principal of or interest on the Securities of or within the series are to be payable, at the election of the Company or a Holder thereof, in a currency or currencies, currency unit or units or composite currency or currencies other than that in which such Securities are denominated or stated to be payable, the period or periods within which, and the terms and conditions upon which, such election may be made, and the time and manner of, and identity of the exchange rate agent with responsibility for, determining the exchange rate between the currency or currencies, currency unit or units or composite currency or currencies in which such Securities are denominated or stated to be payable and the currency or currencies, currency unit or units or composite currency or currencies in which such Securities are to be so payable;

(n) provisions, if any, granting special rights to the Holders of Securities of or within the series upon the occurrence of such events as may be specified;

(o) any deletions from, modifications of or additions to the Events of Default or covenants of the Company with respect to Securities of or within the series, whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth herein;

(p) whether Securities of or within the series are to be issuable as Registered Securities, Bearer Securities (with or without coupons) or both, any restrictions applicable to the offer, sale or delivery of Bearer Securities and the terms upon which Bearer Securities of or within the series may be exchanged for Registered Securities of or within the series and vice versa (if permitted by applicable laws and regulations), whether any Securities of or within the series are to be issuable initially in temporary global form and whether any Securities of or within the series are to be issuable in permanent global form (with or without coupons) and, if so, whether beneficial owners of interests in any such permanent Global Security may exchange such interests for Securities of such series and of like tenor of any authorized form and denomination and the circumstances under which any such exchanges may occur, if other than in the manner provided in Section 2.8, and, if Registered Securities of or within the series are to be issuable as a Global Security, the identity of the Depository for such series;

(q) the date as of which any Bearer Securities of or within the series and any temporary Global Security representing outstanding Securities of or within the series shall be dated if other than the date of original issuance of the first Security of the series to be issued;

(r) the Person to whom any interest on any Registered Security of the series shall be payable, if other than 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, the manner in which, or the Person to whom, any interest on any Bearer Security of the series shall be payable, if otherwise than upon presentation and surrender of the coupons appertaining thereto as they severally mature, and the extent to which, or the manner in which, any interest payable on a temporary Global Security on an Interest Payment Date will be paid if other than in the manner provided in Section 2.8;

(s) the applicability, if any, of Sections 8.3 and 8.4 to the Securities of or within the series and any provisions in modification of, in addition to or in lieu of any of the provisions of Article VIII and, if the Securities of the series are payable in a currency other than Dollars;

(t) if the Securities of such series are to be issuable in definitive form (whether upon original issue or upon exchange of a temporary Security of such series) only upon receipt of certain certificates or other documents or satisfaction of other conditions, then the form and/or terms of such certificates, documents or conditions;

(u) if the Securities of or within the series are to be issued upon the exercise of debt warrants, the time, manner and place for such Securities to be authenticated and delivered;

(v) the obligation, if any, of the Company to permit the Securities of such series to be converted into or exchanged for Capital Stock of the Company or other securities or property of the Company and the terms and conditions upon which such conversion or exchange shall be effected (including, without limitation, the initial conversion price or rate, the conversion or exchange period, any adjustment of the applicable conversion or exchange price or rate and any requirements relative to the reservation of such shares for purposes of conversion or exchange);

(w) if convertible or exchangeable into shares of Capital Stock or other securities, the terms and conditions under which the Securities will be convertible and any applicable limitations on the ownership or transferability of the securities or property into which such Securities are convertible or exchangeable;

(x) whether and under what circumstances the Company will pay Additional Amounts in respect of any series of Securities and whether the Company has the option to redeem such Securities rather than pay Additional Amounts; and

(y) any other terms of the series (which terms shall not be inconsistent with the provisions of the Indenture but may modify, amend, supplement or delete any of the terms of this Indenture with respect to such series).

All Securities of any one series and the coupons appertaining to any Bearer Securities of such series, if any, shall be substantially identical except, in the case of Registered or Bearer Securities issued in global form, as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution or in any indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series.

If any of the terms of the Securities of any series are established by action taken pursuant to one or more Board Resolutions, a copy of an appropriate record of such action(s) shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Authentication Order for authentication and delivery of such Securities.

In case the Securities of the series to be authenticated and delivered are to be created pursuant to one or more supplemental indentures, such supplemental indenture or indentures, accompanied by a Board Resolution or Board Resolutions authorizing such supplemental indenture or indentures and designating the new series to be created and prescribing, consistent with the applicable provisions of this Indenture, the terms and provisions relating to the Securities of the series shall be delivered to the Trustee at or prior to the delivery of the Authentication Order for authentication and delivery of such Securities.

Section 2.2 Denominations. The Securities of each series shall be issuable in such denominations as shall be specified as contemplated by Section 2.1. With respect to Securities of any series denominated in Dollars, in the absence of any such provisions with respect to the Securities of any series, the Registered Securities of such series, other than Registered Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $1,000 and any integral multiple thereof and the Bearer Securities of such series other than Bearer Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $5,000.

Section 2.3 Form and Dating.

(a) General. The Securities and the Trustee's certificate of authentication of any series shall be in substantially the forms as established in or pursuant to one or more indentures supplemental hereto or Board Resolutions, shall have such notations, legends or endorsements required by law, stock exchange rule, agreements to which the Company is subject, if any, or depository procedure or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). The Company shall provide any such notations, legends or endorsements to the Trustee in writing. Each Security shall be dated the date of its authentication. The terms and provisions of a particular series of the Securities established as contemplated by this Indenture shall constitute, and are hereby expressly made, a part of this Indenture and the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

(b) Global Securities. If the Company shall establish pursuant to Section 2.1 hereof that the Securities of any series are to be issued in whole or in part in the form of one or more Global Securities, then the Company shall execute and the Trustee shall authenticate and deliver one or more Global Securities. Each Global Security issued under this Indenture shall be deposited with the Trustee at its Corporate Trust Office, as custodian for the Depository, and registered in the name of the Depository or the nominee thereof. The aggregate Principal Amount of any Global Security may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository as hereinafter provided. Any adjustment of the aggregate Principal Amount of a Global Security to reflect the amount of any increase or decrease in the amount of outstanding Securities represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 2.8 hereof and shall be made on the records of the Trustee and the Depository.

Each Global Security shall bear a legend in substantially the following form:

"THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CEDE & CO. AS NOMINEE OF THE DEPOSITORY TRUST COMPANY ("DTC") OR A NOMINEE OF DTC. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN DTC OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY DTC TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES SPECIFIED IN THE INDENTURE.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

Neither any members of, or participants in, the Depository (collectively, the "Agent Members") nor any other Persons on whose behalf Agent Members may act shall have any rights under this Indenture with respect to any Global Security held on their behalf by the Depository or by the Trustee as the custodian for the Depository or under such Global Security, and the Depository may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a holder of a beneficial interest in any Global Security.

None of the Trustee or any Agent shall have any responsibility or obligation to any beneficial owner in a Global Security, an Agent Member or other Person with respect to the accuracy of the records of the Depository or its nominee or of any Agent Member, with respect to any ownership interest in any Securities or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Securities and this Indenture shall be given or made only to or upon the order of the registered holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in a Global Security shall be exercised only through the Depository subject to the Applicable Procedures. The Trustee and the Agents shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners. The Trustee and the Agents shall be entitled to deal with the Depository, and any nominee thereof, that is the registered holder of any Global Security for all purposes of this Indenture relating to such Global Security (including the payment of principal, premium, if any, and interest and additional amounts, if any, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Security) as the sole holder of such Global Security and shall have no obligations to the beneficial owners thereof. None of the Trustee and the Agents shall have any responsibility or liability for any acts or omissions of the Depository with respect to such Global Security, for the records of any such depository, including records in respect of beneficial ownership interests in respect of any such Global Security, for any transactions between the Depository and any Agent Member or between or among the Depository, any such Agent Member or any holder or owner of a beneficial interest in such Global Security, or for any transfers of beneficial interests in any such Global Security.

(c) Definitive Securities. Except as provided in Section 2.8, owners of beneficial interests in Global Securities will not be entitled to receive physical delivery of Definitive Securities.

Section 2.4 Execution and Authentication. The Securities of any series shall be executed on behalf of the Company by any Officer. The signature of the Officer on the Securities of any series may be manual or facsimile. Securities bearing the manual or facsimile signatures of individuals who were at the time of the execution of the Securities of any series 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 authentication of such Securities.

No Security of any series 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, duly executed by the Trustee by manual signature of an authorized signatory, and such certificate upon any such Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. Unless otherwise provided for in a supplemental indenture or Board Resolution, the Trustee's certificate of authentication shall be in substantially the following form:

[Form of Trustee's Certificate of Authentication]

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: _____
Authorized Signatory

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series having attached thereto appropriate coupons, if any, executed by the Company to the Trustee for authentication, together with an Authentication Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Authentication Order shall authenticate and deliver such Securities. If the form or forms and the terms of the Securities of the series have been established by or pursuant to one or more Board Resolutions or a supplemental indenture as permitted by Section 2.1, then in authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be provided with, and (subject to Article VII) shall be fully protected in conclusively relying upon, unless such documents have been superseded or revoked:

(a) any Board Resolution or executed supplemental indenture, as applicable, referred to in Section 2.1 by or pursuant to which the form or forms and the terms of the Securities of that series were established;

(b) an Opinion of Counsel complying with Section 11.5 and stating that:

(i) the form or forms and the terms of the Securities of such series have been established by or pursuant to the Board Resolution or supplemental indenture, as applicable as permitted by Section 2.1, in accordance with such procedures as shall be referred to therein and in conformity with the provisions of this Indenture;

(ii) the supplemental indenture, to the extent applicable, and the Securities of such series have been duly authorized; and

(iii) the Securities of such series have been duly executed and, 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 applicable bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights generally and to general equitable principles and to such other matters as may be specified therein; and

(c) an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the issuance of such Securities have been, or will have been upon compliance with such procedures as may be specified in the Board Resolution or supplemental indenture, as applicable,, complied with and that, to the best of the knowledge of the signers of such certificate, no Event of Default with respect to such Securities shall have occurred and be continuing.

The Trustee shall not be required to authenticate Securities of any series if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties, obligations or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Section 2.5 Registrar and Paying Agent. The Company shall maintain an office or agency where Securities of any series may be presented for registration of transfer or for exchange (the "Registrar"), and an office or agency where Securities may be presented for purchase or payment (the "Paying Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may have one or more additional paying agents. The term Paying Agent includes any additional paying agent.

The Company shall enter into an appropriate agency agreement with any Registrar or Paying Agent (in each case, if such person is a person other than the Trustee). The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.6. The Company or any Subsidiary of the Company or an Affiliate of any of them may act as Paying Agent or Registrar.

The Company initially appoints the Trustee as Registrar and Paying Agent in connection with the Securities. The Trustee may resign from any or all of such appointments upon 30 days' written notice to the Company.

Section 2.6 Paying Agent to Hold Money and Securities in Trust. Except as otherwise provided herein, on or prior to each due date of payments in respect of any Security of any series, the Company shall deposit with the Paying Agent a sum of money (in immediately available funds if deposited on the due date) sufficient to make such payments when so becoming due. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the making of payments in respect of the Securities and shall notify the Trustee of any default by the Company in making any such payment. At any time during the continuance of any such default, the Paying Agent shall, upon the written request of the Trustee, forthwith pay to the Trustee all money so held in trust. If the Company, a Subsidiary of the Company or an Affiliate of any of them acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by it. Upon doing so, the Paying Agent shall have no further liability for the money.

Section 2.7 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of the Holders. If the Trustee is not the Registrar, the Company shall cause to be furnished to the Trustee at least semiannually on January 1 and July 1 a listing of the Holders dated within 15 days of the date on which the list is furnished and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders.

Section 2.8 Transfer and Exchange.

(a) Transfer and Exchange of Global Securities. A Global Security may not be transferred except by the Depository to a nominee of the Depository, by a nominee of the Depository to the Depository or to another nominee of the Depository, or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository. All Global Securities will be exchanged by the Company for Definitive Securities if:

(i) the Depository has notified the Company that it is unwilling or unable to continue as Depository for such Global Security or such Depository has ceased to be a "clearing agency" registered under the Exchange Act, and a successor depository is not appointed by the Company within 90 days,

(ii) the Company determines that the Securities are no longer to be represented by Global Securities and so notifies the Trustee, or

(iii) an Event of Default has occurred and is continuing with respect to the Securities and the Depository or its participant(s) has requested the issuance of Definitive Securities.

Any Global Security exchanged pursuant to clause (i) or (ii) above shall be so exchanged in whole and not in part, and any Global Security exchanged pursuant to clause (iii) above may be exchanged in whole or from time to time in part as directed by the Depository.

Upon the occurrence of any of the preceding events in (i), (ii) or (iii) above, Definitive Securities shall be issued in fully registered form, without interest coupons, shall have an aggregate Principal Amount equal to that of the Global Security or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depository shall instruct the Trustee in writing and shall bear such legends as provided herein. Global Securities also may be exchanged or replaced, in whole or in part, as provided in Section 2.9 hereof. Every Security authenticated and delivered in exchange for, or in lieu of, a Global Security or any portion thereof, pursuant to this Section 2.8 or Section 2.9 or 2.11 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Security, except as otherwise provided herein. A Global Security may not be exchanged for another Security other than as provided in this Section 2.8(a); however, beneficial interests in a Global Security may be transferred and exchanged as provided in Section 2.8(b) hereof.

Any Global Security to be exchanged in whole shall be surrendered by the Depository to the Trustee, as Registrar. With regard to any Global Security to be exchanged in part, either such Global Security shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depository or its nominee with respect to such Global Security, the Principal Amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Security issuable on such exchange to or upon the order of the Depository or an authorized representative thereof.

(b) Transfer and Exchange of Beneficial Interests in Global Securities. The transfer and exchange of beneficial interests in the Global Securities shall be effected through the Depository in accordance with the Applicable Procedures and this Section 2.8.

(c) Transfer and Exchange of Definitive Securities. When Definitive Securities are presented by a Holder to the Registrar with a request:

(i) to register the transfer of such Definitive Securities; or

(ii) to exchange such Definitive Securities for an equal Principal Amount of Definitive Securities of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Securities surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing.

(d) Restrictions on Transfer of a Definitive Security for a Beneficial Interest in a Global Security. A Definitive Security may not be exchanged for a beneficial interest in a Global Security except upon receipt by the Trustee of a Definitive Security, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with written instructions from such Holder directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Security to reflect an increase in the aggregate Principal Amount of the Securities represented by the Global Security, such instructions to contain information regarding the Depository account to be credited with such increase. The Trustee shall cancel such Definitive Security and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depository and the Registrar, the aggregate Principal Amount of Securities represented by the Global Security to be increased by the aggregate Principal Amount of the Definitive Security to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Security equal to the Principal Amount of the Definitive Security so cancelled. If no Global Securities are then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Authentication Order, a new Global Security in the appropriate Principal Amount.

(e) Cancellation and/or Adjustment of Global Securities. At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed, repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities, the Principal Amount of Securities represented by such Global Security shall be reduced accordingly by adjustments made on the records of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly by adjustments made on the records of the Trustee to reflect such increase.

(f) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges of Securities, the Company shall execute and the Trustee shall authenticate Global Securities and Definitive Securities upon receipt of an Authentication Order in accordance with Section 2.3 hereof or upon receipt of a written request of the Registrar.

(ii) The Company shall not charge a service charge for any registration of transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges that may be imposed in connection with the transfer or exchange of the Securities from the Holder requesting such transfer or exchange.

(iii) The Company shall not be required to make, and the Registrar need not register, transfers or exchanges of Securities selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) or any Securities for a period of 15 days before the mailing of a notice of redemption of Securities to be redeemed.

(iv) Any Registrar appointed pursuant to Section 2.5 hereof shall provide to the Trustee such information as the Trustee may reasonably require in connection with the delivery by such Registrar of Securities upon transfer or exchange of Securities.

(v) No Registrar shall be required to make registrations of transfer or exchange of Securities during any periods designated in the text of the Securities or in this Indenture as periods during which such registration of transfers and exchanges need not be made.

(vi) None of the Trustee and the Agents shall have any 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 (including any transfers between or among Depository participants, Agent Members or beneficial owners in any Global 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.

Section 2.9 Replacement Securities. If (a) any mutilated Security is surrendered to the Trustee, or (b) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, and there is delivered to the Company and the Trustee such security or indemnity bond as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute, and upon its written request the Trustee shall authenticate and deliver, in exchange for any such mutilated Security or in lieu of any such destroyed, lost or stolen Security, a new Security of like tenor and Principal Amount, 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, or is about to be redeemed by the Company pursuant to Article III hereof, the Company in its discretion may, instead of issuing a new Security, pay or redeem such Security, as the case may be.

Upon the issuance of any new Securities under this Section 2.9, 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 and any other expenses (including the reasonable fees and expenses of the Trustee and the reasonable fees and disbursements of its counsel) connected therewith.

Every new Security issued pursuant to this Section 2.9 in lieu of any mutilated, destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Securities duly issued hereunder.

The provisions of this Section 2.9 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

Section 2.10 Outstanding Securities; Determinations of Holders' Action. Securities of a series outstanding at any time are all the Securities of such series authenticated by the Trustee except for those cancelled by it, those paid pursuant to Section 2.9, those delivered to it for cancellation and those described in this Section 2.10 as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate thereof holds the Security; provided, however, that in determining whether the Holders of the requisite Principal Amount of Securities have given or concurred in any request, demand, authorization, direction, notice, consent, amendment 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 request, demand, authorization, direction, notice, consent, amendment or waiver, only Securities which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Subject to the foregoing, only Securities outstanding at the time of such determination shall be considered in any such determination (including, without limitation, determinations pursuant to Articles VI and IX hereof).

If a Security is replaced pursuant to Section 2.9, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If the Paying Agent holds, in accordance with this Indenture, on a Redemption Date or at maturity, money or securities, if permitted hereunder, sufficient to pay Securities payable on that date, then immediately after such Redemption Date or maturity, as the case may be, such Securities shall cease to be outstanding and interest on such Securities shall cease to accrue; provided, that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made.

Section 2.11 Temporary Securities. Pending the preparation of Definitive Securities of any series, the Company may execute, and upon Authentication Order the Trustee shall authenticate and deliver, temporary Securities of such series which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the Definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as conclusively evidenced by their execution of such Securities.

If temporary Securities for any series are issued, the Company will cause Definitive Securities to be prepared without unreasonable delay. After the preparation of Definitive Securities, the temporary Securities for such series shall be exchangeable for Definitive Securities upon surrender of the temporary Securities at the office or agency of the Company designated for such purpose pursuant to Section 2. 5, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like Principal Amount of Definitive Securities of authorized denominations. Until so exchanged the temporary Securities shall in all respects be entitled to the same benefits under this Indenture as Definitive Securities.

Section 2.12 Cancellation. All Securities surrendered for payment, redemption or registration of transfer or exchange shall, if surrendered to any person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. The Company may not issue new Securities to replace Securities it has paid or delivered to the Trustee for cancellation. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section 2.12, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of by the Trustee in accordance with the Trustee's customary procedure.

Section 2.13 Persons Deemed Owners. Prior to due presentment of a Security 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, on and interest on the Security or the payment of any redemption price in respect thereof, for all 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 2.14 Computation of Interest. Unless otherwise provided in a Board Resolution or supplemental indenture for any series of Securities, interest on the Securities shall be computed on the basis of a 360-day year of twelve 30-day months and interest on the Securities for any partial period shall be computed on the basis of a 360-day year of twelve 30-day months and the number of days elapsed in any partial month.

Section 2.15 CUSIP Numbers. The Company may issue the Securities with one or more "CUSIP," "ISIN" or other similar numbers (if then generally in use), and, if so, with respect to each such series, the Trustee shall use "CUSIP," "ISIN" or other similar numbers in notices of redemption as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the CUSIP, ISIN or other similar numbers.

Section 2.16 [Reserved].

Section 2.17 Defaulted Interest. If the Company defaults in a payment of interest on the Securities of any series, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Securities.

The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each such Security and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

ARTICLE III

REDEMPTION OF SECURITIES

Section 3.1 Applicability of Article. Securities of any series which are redeemable before their stated maturity shall be redeemable in accordance with their terms and (except as otherwise specifically contemplated by Section 2.1 for Securities of any series) in accordance with this Article.

Section 3.2 Notices to Trustee. Securities of any series that are redeemable in accordance with their terms shall be redeemable in accordance with this Article III unless otherwise specified in the Board Resolution or supplemental indenture for such series. Subject to the foregoing, if the Company elects to redeem Securities of any series pursuant to any optional redemption provision, it shall furnish to the Trustee, at least 45 days (unless a shorter period shall be satisfactory to the Trustee) but not more than 60 days before a Redemption Date, an Officers' Certificate setting forth (i) the date on which the redemption shall occur ("Redemption Date"), (ii) the Principal Amount of Securities to be redeemed, and (iii) the redemption price.

Section 3.3 Selection of Securities to be Redeemed. If less than all of the Securities of a series are to be redeemed pursuant to Section 3. 7 at any time, the Trustee will select Notes for redemption pro rata, by lot or by such other method as the Trustee shall deem fair and appropriate (provided that, in the case of Global Securities, the Depository may select beneficial interests in Global Securities for redemption pursuant to its Applicable Procedures) or, in the case of Definitive Securities, on a pro rata basis. If any Security selected for partial redemption is converted in part before termination of the conversion or exchange right with respect to the portion of the Security so selected, the converted or exchanged portion of such Security shall be deemed (so far as may be) to be the portion selected for redemption. Securities which have been converted or exchanged during a selection of Securities to be redeemed shall be treated by the Trustee as outstanding for the purpose of such selection. In any case where more than one Security is registered in the same name, the Trustee in its discretion may treat the aggregate principal amount so registered as if it were represented by one Security.

The Trustee shall promptly notify the Company and the Registrar in writing of the Securities selected for redemption and, in the case of any Security selected for partial redemption, the Principal Amount thereof to be redeemed.

Section 3.4 Notice of Redemption. Notice of redemption shall be given to each Holder of Securities to be redeemed in the manner provided in Section 11.3 at least 30 days but not more than 60 days before a Redemption Date unless the terms of any series of Securities specifies a shorter period of time. The Company shall send or cause to be sent a notice of redemption to the Holder of Securities of any series which are to be redeemed; provided that redemption notices may be sent more than 60 days prior to a Redemption Date if the notice is issued in connection with a defeasance of the Securities of any series or a satisfaction and discharge of this Indenture. Failure to send notice in the manner herein provided to the Holder of any Security designated for redemption as a whole or in part, or any defect in the notice to any Holders, shall not affect the validity of the proceedings for the redemption of any other Security or portion thereof. Any notice that is sent to the Holder of any Security in the manner herein provided shall be conclusively presumed to have been duly given, whether or not such Holder receives the notice.

The notice shall identify the Securities to be redeemed and shall state:

(a) the Redemption Date;

(b) the redemption price and accrued interest to the Redemption Date payable as provided in Section 3.8, if any;

(c) if any Security is being redeemed in part, the portion of the Principal Amount of such Security to be redeemed and that, after the Redemption Date upon surrender of such Security, a new Security or Securities in Principal Amount equal to the unredeemed portion shall be issued upon cancellation of the original Security;

(d) the name and address of the Paying Agent;

(e) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that on the Redemption Date the redemption price and accrued interest to the Redemption Date will become due and payable upon each such Security to be redeemed and that interest thereon unless the Company fails to make such redemption will cease to accrue on and after the Redemption Date;

(g) that, unless otherwise specified in such notice, Bearer Securities of any series, if any, surrendered for redemption must be accompanied by all coupons maturing subsequent to the date fixed for redemption or the amount of any such missing coupon or coupons will be deducted from the redemption price, unless security or indemnity satisfactory to the Company, the Trustee for such series, and any Paying Agent is furnished;

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Securities; and

(i) the Section of this Indenture pursuant to which the redemption shall occur.

Notice of redemption of Securities to be redeemed shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company, provided that the Company shall have delivered to the Trustee, at least five Business Days prior to the requested date of the giving of such notice, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in this Section 3. 4.

Section 3.5 Effect of Notice of Redemption. If notice of redemption is given as provided in Section 3. 4, the Securities to be redeemed shall, on the Redemption Date, become irrevocably due and payable at the redemption price, and from and after such Redemption Date (unless the Company shall default in the payment of the redemption price) such Securities shall cease to bear interest. A notice of redemption may not be conditional.

Section 3.6 Deposit of Redemption Price. One Business Day prior to the Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of, and accrued interest on, all Securities to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Securities to be redeemed.

If the Company complies with the provisions of the preceding paragraph, on and after the Redemption Date interest shall cease to accrue on the Securities or the portions thereof called for redemption. If any Security called for redemption is not so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal from the Redemption Date until such principal is paid, and, to the extent lawful, on any interest not paid on such unpaid principal, in each case at the rate provided in the Securities.

Section 3.7 Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Company shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate for the Holder at the expense of the Company a new Security equal in Principal Amount to the unredeemed portion of the Security surrendered.

Section 3.8 Securities Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 2.1 for the Securities of such series) (together with accrued interest, if any, to the Redemption Date), and from and after such date (unless the Company shall default in the payment of the redemption price and accrued interest) such Securities shall, if the same were interest-bearing, cease to bear interest and the coupons for such interest appertaining to any Bearer Securities so to be redeemed, except to the extent provided below, shall be void. Except as provided in the next succeeding paragraph, upon surrender of any such Security for redemption in accordance with said notice, together with all coupons, if any, appertaining thereto maturing after the Redemption Date, such Security shall be paid by the Company at the redemption price, together with accrued interest, if any, to the Redemption Date; provided, however, that installments of interest on Bearer Securities whose maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 2.1, only upon presentation and surrender of coupons for such interest; and provided further that except as otherwise provided with respect to Securities convertible or exchangeable into other securities or property of the Company, installments of interest on Registered Securities whose Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms.

If any Bearer Security surrendered for redemption shall not be accompanied by all appurtenant coupons maturing after the Redemption Date, such Security may be paid after deducting from the redemption price an amount equal to the face amount of all such missing coupons, or the surrender of such missing coupon or coupons may be waived by the Company and the Trustee if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to the Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made from the redemption price, such Holder shall be entitled to receive the amount so deducted; provided, however, that interest represented by coupons shall be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 2.1, only upon presentation and surrender of those coupons. If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal, (and premium) shall, until paid, bear interest from the Redemption Date at the rate borne by the Security.

ARTICLE IV

COVENANTS

Section 4.1 Ownership of Material Subsidiary Stock. Except as otherwise specified with respect to a series of Securities in accordance with the provisions of Section 2.1 and subject to the provisions of Article V, so long as any of the Securities are outstanding, the Company:

(a) will not, nor will it permit any Material Subsidiary to, directly or indirectly, sell, assign, pledge, transfer or otherwise dispose of any shares of, securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, Voting Stock of any Material Subsidiary, nor will the Company permit any Material Subsidiary to issue any shares of, or securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, Voting Stock of any Material Subsidiary if, in each case, after giving effect to any such transaction and to the issuance of the maximum number of shares of Voting Stock of any Material Subsidiary issuable upon the exercise of all such convertible securities, options, warrants or rights, the Company would cease to own, directly or indirectly, at least 80% of the issued and outstanding Voting Stock of any Material Subsidiary; and

(b) will not permit any Material Subsidiary to:

(i) merge or consolidate with or into any corporation or other Person, unless the Company is the surviving corporation or Person, or unless, upon consummation of the merger or consolidation, the Company will own, directly or indirectly, at least 80% of the surviving corporation's issued and outstanding Voting Stock;

(ii) lease, sell, assign or transfer all or substantially all of its properties and assets to any Person (other than the Company or other Material Subsidiary), unless, upon such sale, assignment or transfer, the Company will own, directly or indirectly, at least 80% of the issued and outstanding Voting Stock of that Person; or

(iii) pay any dividend in Voting Stock of a Material Subsidiary or make any other distribution in Voting Stock of a Material Subsidiary, other than to the Company or its other subsidiaries, unless any Material Subsidiary to which the transaction relates, after obtaining any necessary regulatory approvals, unconditionally guarantees payment of the principal and any premium and interest on the Securities.

Notwithstanding the foregoing, any such sale, assignment, pledge or transfer of securities, any such merger or consolidation or any such lease, sale, assignment, pledge or transfer of properties and assets shall not be prohibited if: (A) required by law, such lease, sale, assignment or transfer of securities is made to any Person for the purpose of the qualification of such Person to serve as a director; (B) such lease, sale, assignment or transfer of securities is made by the Company or any of its Subsidiaries acting in a fiduciary capacity for any Person other than the Company or any Subsidiary; (C) made in connection with the consolidation of the Company with or the sale, lease or conveyance of all or substantially all of the assets of the Company to, or merger of the Company with or into any other Person (as to which Article V of this Indenture shall apply); or (D) required as a condition imposed by any law or any rule, regulation or order of any governmental agency or authority to the acquisition by the Company, directly or indirectly, through purchase of stock or assets, merger, consolidation or otherwise, of any Person; provided, that, in the case of (D) only, after giving effect to such disposition and acquisition, (y) at least 80% of the issued and outstanding Voting Stock of such Person will be owned, directly or indirectly, by the Company and (z) the Consolidated Assets of the Company will be at least equal to 70% of the Consolidated Assets of the Company prior thereto; and nothing in this Section 4.1 shall prohibit the Company or any Material Subsidiary from the pledge of any assets to secure borrowings incurred in the ordinary course of business.

Section 4.2 Payment of Securities. The Company covenants and agrees for the benefit of the Holders of the Securities of a series that it will duly and punctually pay or cause to be paid the principal of, premium, if any, on and interest on the Securities of such series in accordance with the terms of such series of Securities. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 10:00 a.m. Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

Section 4.3 Maintenance of Office or Agency. If Securities of any series are issued only in registered form, the Company shall maintain an office or agency (which may be an office of the Trustee or an Affiliate of the Trustee or Registrar) where Securities of such series may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Securities of such series and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Securities of any series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.5.

Section 4.4 Reports. The Company shall deliver to the Trustee, within 15 days after it files such annual and quarterly reports, information, documents and other reports with the SEC, copies of its annual report and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13(a) or Section 15(d) of the Exchange Act. In the event the Company is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, it shall continue to provide the Trustee with reports containing substantially the same information as would have been required to be filed with the SEC had the Company continued to have been subject to such reporting requirements. In such event, such reports shall be provided at the times the Company would have been required to provide reports had it continued to have been subject to such reporting requirements. The Company also shall comply with the other provisions of Section 314(a) of the TIA. Reports, information and documents filed with the SEC via the EDGAR system will be deemed to be delivered to the Trustee as of the time of such filing via EDGAR for purposes of this Section 4.4. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 4.5 Compliance Certificate.

(a) The Company will deliver to the Trustee on or before 120 days after the end of each fiscal year of the Company, commencing with the first fiscal year ending after the date hereof, so long as Securities are outstanding hereunder, an Officers' Certificate stating that, in the course of the performance by the signers of their duties as officers of the Company, they would normally have knowledge of any Default or Event of Default by the Company in the performance of any covenants contained herein, stating whether or not they have knowledge of any such Default or Event of Default, the nature thereof and the action, if any, the Company intends to undertake as a result of such Default.

(b) The Company shall, so long as any of the Securities are outstanding, deliver to the Trustee, within 30 days upon the Company becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.6 Corporate Existence. Subject to the provisions of Article V, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises and the corporate existence and rights (charter and statutory) and franchises of its Subsidiaries; provided, however, that the Company shall not be required to, or to cause any Subsidiary to, preserve any right or franchise or to keep in full force and effect the corporate existence of any Subsidiary if the Company shall determine that the keeping in existence or preservation thereof is no longer desirable in or consistent with the conduct of the business of the Company.

ARTICLE V

SUCCESSORS

Section 5.1 When the Company May Merge, Consolidate or Transfer Assets. The Company shall not merge or consolidate with or into any other Person and the Company shall not sell, assign, transfer, lease or convey or make other disposition of, in a single transaction or in a series of transactions, all or substantially all of its assets to any Person, unless (1) the Company is the continuing corporation, or the successor corporation or the Person that acquires all or substantially all of the Company's assets is a corporation organized and existing under the laws of the United States or a state thereof or the District of Columbia and expressly assumes all the Company's obligations under the Securities and this Indenture or assumes such obligations as a matter of law, and (2) immediately after giving effect to such merger, consolidation, sale, assignment, transfer, lease or conveyance or other disposition of all or substantially all of the assets of the Company, there is no Default or Event of Default hereunder.

Section 5.2 Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Company in accordance with Section 5.1 hereof, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the successor corporation and not to the Company), and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein, and, thereupon, the Company shall be relieved of any further liability or obligation hereunder or under the Securities.

Section 5.3 Officers' Certificate and Opinion of Counsel to be Given to Trustee. Upon the occurrence of the transactions permitted under the provisions of Sections 5.1 and 5.2, the Company shall deliver to the Trustee an Officers' Certificate and an Opinion of Counsel in each case stating that such transaction and agreement complies with this Article V or supplemental indenture, if any, that all conditions precedent provided for herein relating to such transaction have been complied with, and that such agreement or supplemental indenture, if any, is the legal, valid and binding obligation of the Company or such other Person, as the case may be, enforceable against them in accordance with its terms, subject to customary exceptions, on which the Trustee may rely as conclusive evidence that any consolidation, merger, sale, assignment, conveyance, transfer or lease or other disposition, and any assumption, permitted or required by the terms of this Article V complies with the provisions of this Article V and this Indenture.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1 Events of Default. An "Event of Default" occurs with respect to a particular series if:

(a) the Company defaults in the payment of any installment of interest on any of the Securities of such series as and when the same shall become due and payable, and such default continues for a period of 30 days;

(b) the Company defaults in the payment of all or any part of the principal of any of the Securities of such series as and when the same shall become due and payable either at maturity, upon any redemption, by declaration of acceleration of maturity or otherwise;

(c) the Company fails to perform any other covenant or agreement on the part of the Company contained in the Securities of such series or in this Indenture and such failure continues for a period of 90 days after the date on which notice specifying such failure, stating that such notice is a "Notice of Default" hereunder and demanding that the Company remedy the same, shall have been given, by registered or certified mail, to the Company by the Trustee, or to the Company and the Trustee by the Holders of at least 25% in aggregate Principal Amount of the Securities of such series at the time outstanding;

(d) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company or any Material Subsidiary in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or a decree or order adjudging the Company or any Material Subsidiary a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of the Company or any Material Subsidiary under any applicable federal or state law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Material Subsidiary or for any substantial part of their property or ordering the winding up or liquidation of their affairs, shall have been entered, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days;

(e) the Company or any Material Subsidiary shall commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect or any other case or proceeding to be adjudicated a bankrupt or insolvent, or consent to the entry of a decree or order for relief in an involuntary case or proceeding under any such law, or to the commencement of any bankruptcy or insolvency case or proceeding against the Company or any Material Subsidiary, or the filing by the Company or any Material Subsidiary of a petition or answer to consent seeking reorganization or relief under any such applicable federal or state law, or the consent by the Company or any Material Subsidiary to the filing of such petition or to the appointment of or the taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or any Material Subsidiary or of any substantial part of their property, or the making by the Company or any Material Subsidiary of an assignment for the benefit of creditors, or the taking of action by the Company or any Material Subsidiary in furtherance of any such action; or

(f) any other Event of Default provided with respect to Securities of that series that is described in the applicable prospectus supplement, including any events of default relating to guarantors, if any, or subsidiaries.

Section 6.2 Acceleration. Except as otherwise provided for in any Board Resolution or supplemental indenture for any series of Securities:

(a) If any Event of Default occurs and is continuing with respect to any series of Securities outstanding, the Trustee or the Holders of at least 25% in Principal Amount of the then outstanding Securities of that series may declare the Principal Amount of all the Securities of that series and interest accrued thereon to be due and payable immediately by a notice in writing to the Company (and to the Trustee if given by the Holders of the outstanding Securities of that series). Holders of the Securities of that series may not enforce this Indenture or the Securities of that series except as provided in this Indenture. The Trustee may withhold from Holders of the Securities of that series notice of any continuing Default or Event of Default in accordance with Section 7.4 hereof.

(b) The Holders of a majority in aggregate Principal Amount of the then outstanding Securities of that series by written notice to the Trustee may on behalf of the Holders of all of the Securities of that series rescind an acceleration and its consequences if (i) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction, (ii) the Company has paid or deposited with the Trustee a sum sufficient to pay all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and (iii) all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Trustee and the Holders shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Trustee and the Holders shall continue as though no such proceeding had been taken. No such rescission shall affect any subsequent Default or Event of Default or impair any right consequent thereon.

Section 6.3 Other Remedies. If an Event of Default occurs with respect to any series of Securities and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, premium, if any, on and interest on the Securities of that series or to enforce the performance of any provision of the Securities of that series or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities of that series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Security in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.4 Waiver of Defaults. Subject to Section 6.2(b)(ii), Holders of a majority in aggregate Principal Amount of the then outstanding Securities of that series by written notice to the Trustee may on behalf of the Holders of all of the Securities of that series waive an existing Default or Event of Default and its consequences hereunder, except (a) a continuing Default or Event of Default in the payment of the principal of and interest on the Securities of that series or (b) in respect of a covenant or provision hereof which under Article IX cannot be modified or amended without the consent of the Holder of each outstanding Security of such series 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 6.5 Control by Majority. Holders of a majority in Principal Amount of the then outstanding Securities of a series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it with respect to that series. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines may be unduly prejudicial to the rights of other Holders of Securities of that series not joining the giving of such direction or that may involve the Trustee in personal liability. The Trustee may take any other action consistent with this Indenture relating to any such direction.

Section 6.6 Limitation on Suits. A Holder of a Security of a series may pursue a remedy with respect to this Indenture or the Securities of such series only if, and subject to Section 6.7 hereof:

(a) the Holder gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in Principal Amount of the then outstanding Securities of that series make a written request to the Trustee to pursue the remedy;

(c) such Holders offer and provide to the Trustee security or indemnity acceptable to the Trustee in its sole discretion against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and the provision of security or indemnity acceptable to it; and

(e) the Holders of a majority in Principal Amount of the then outstanding Securities of that series do not give the Trustee a direction inconsistent with the request within such 60-day period.

No Holder of a Security of a series shall have any right in any manner whatsoever by virtue of or by availing itself of any provision of this Indenture to affect, disturb or prejudice the rights of any other Holder of a Security of such series, or to obtain or seek to obtain priority over or preference to any other Holder of Securities of such series, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Securities of such series.

Section 6.7 Rights of Holders of Securities to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of principal of, premium, if any, on, and interest on such Security, on or after the respective due dates expressed in such Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.8 Collection Suit by Trustee. If an Event of Default specified in Section 6.1(a) or (b) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal, premium, if any, and interest remaining unpaid on the Securities of that series and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, fees, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.9 Trustee May File Proofs of Claim. The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, fees, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Securities allowed in any judicial proceedings relative to the Company (or any other obligor upon the Securities), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder 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, to pay to the Trustee any amount due to it for the compensation, fees, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under or in connection with this Indenture. To the extent that the payment of any such compensation, fees, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under or in connection with this Indenture out of the estate in any such proceeding shall be denied for any reason, payment of the same shall be secured by a perfected, first priority Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise, and such Lien in favor of a predecessor Trustee shall be senior to the Lien in favor of the current Trustee. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee collects any money or other property pursuant to this Article or, after an Event of Default, any money or other property distributable in respect of the Company's obligations under this Indenture, it shall be applied in the following order:

First: to the Trustee (including any predecessor Trustee), its agents and attorneys for amounts due under Section 7.6 hereof, including payment of all compensation, fees, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Securities for amounts due and unpaid on the Securities for principal, premium, if any, and interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal, premium, if any, and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct in writing.

The Trustee may fix a record date and payment date for any payment to Holders of Securities pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant (other than the Trustee) in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant (other than the Trustee) in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Security pursuant to Section 6.7 hereof, or a suit by Holders of more than 10% in Principal Amount of the then outstanding Securities of any series.

ARTICLE VII

TRUSTEE

Section 7.1 Duties of Trustee.

(a) If an Event of Default with respect to a particular series has occurred and is continuing, the Trustee shall exercise with respect to such series 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 such person's own affairs.

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

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) 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. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture but need not confirm or investigate the accuracy of mathematical calculations or other facts, statements, opinions or conclusions stated therein.

(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:

(i) this paragraph (c) shall not limit the effect of paragraphs (b) or (e) of this Section 7.1;

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

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.5 or 6.6 hereof.

(d) The duties, responsibilities, protections, privileges, and immunities of the Trustee shall be as provided by the TIA, unless expressly excluded as provided in this Article VII. Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to the provisions of this Section 7.1.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity against such risk or liability satisfactory to it is not assured to it.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.2 Rights of Trustee. Subject to Section 7.1 hereof:

(a) the Trustee may conclusively rely upon and shall be fully protected in acting or refraining from acting in reliance on any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, 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. The Trustee need not investigate any fact or matter stated in the resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, 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 at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation;

(b) whenever in the administration of this Indenture the Trustee shall deem it necessary or 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 conclusively rely upon an Officers' Certificate, an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

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

(d) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized, or within the discretion or rights or powers conferred upon it by this Indenture; provided the Trustee's conduct does not constitute willful misconduct or gross negligence;

(e) unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company;

(f) 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 pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee in its sole discretion against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) in no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(h) 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;

(i) the Trustee shall not be deemed to have notice of any Default or Event of Default unless written notice of such Default or Event of Default from the Company or any Holder is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture;

(j) no permissive right of the Trustee to act hereunder shall be construed as a duty;

(k) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture; and

(l) the Trustee may consult with counsel 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.

Section 7.3 Individual Rights of Trustee; Not Responsible for Recitals or Issuance of Securities.

(a) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. In the event that the Trustee acquires any conflicting interest, as defined in Section 310(b) of the TIA, with respect to the Securities of any series, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign with respect to the Securities of that series in the manner and with the effect provided by, and subject to the provisions of, Section 310(b) of the TIA and this Indenture. In the event that the Trustee shall fail to comply with the provisions of the preceding sentence with respect to the Securities of any series, the Trustee shall, within 10 days after the expiration of such 90-day period, transmit to all Holders of Securities of that series notice of such failure. To the extent permitted by the TIA, the Trustee shall not be deemed to have a conflicting interest by virtue of being a trustee under this Indenture with respect to Securities of more than one series. Nothing herein shall prevent the Trustee from filing with the SEC the application referred to in the last paragraph of Section 310(b) of the TIA. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.9 and 7.10 hereof.

(b) The recitals contained herein and in the Securities (except the Trustee's certificate of authentication) shall be taken as statements of the Company and not of the Trustee and the Trustee assumes no responsibility for the correctness of the same. Neither the Trustee nor any of its agents or counsel (i) makes any representation as to the validity, sufficiency or adequacy of this Indenture or the Securities, or (ii) shall be accountable for the Company's use or application of the Securities or proceeds thereof. The Trustee shall not be responsible to make any calculation with respect to any matter under this Indenture. The Trustee shall have no duty to monitor or investigate the Company's compliance with or the breach of, or cause to be performed or observed, any representation, warranty, or covenant, or agreement of any Person, other than the Trustee, made in this Indenture.

Section 7.4 Notice of Defaults. If a Default or Event of Default with respect to a particular series of Securities occurs and is continuing and if a Responsible Officer of the Trustee receives written notice thereof at its Corporate Trust Office, the Trustee shall (at the expense of the Company) mail to Holders of Securities of that series a notice of the Default or Event of Default within 90 days after the occurrence of such Default or Event of Default it receives notice thereof. Except in the case of a Default or Event of Default in payment of and interest on any Security, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Securities of that series.

Section 7.5 Reports by Trustee to Holders. The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the TIA at the times and in the manner provided pursuant thereto. Subject to the requirements of Section 313(a) of the TIA, within 60 days after each May 15 beginning with the May 15 following the initial issuance of Securities hereunder, and for so long as Securities remain outstanding, the Trustee shall (at the expense of the Company) mail to the Holders of the Securities a brief report dated as of such reporting date that complies with Section 313(a) of the TIA. The Trustee also shall comply with Section 313(b)(2) of the TIA. The Trustee shall also transmit by mail all reports as required by Section 313(c) of the TIA.

A copy of each report at the time of its mailing to the Holders of Securities shall be mailed to the Company and filed with the SEC and each stock exchange on which the Securities of any series are listed in accordance with Section 313(d) of the TIA. The Company shall promptly notify the Trustee when the Securities are listed on any stock exchange and thereafter shall promptly file all reports with the SEC and such stock exchange as are required to be filed by the rules and regulations of the SEC and of such stock exchange.

Section 7.6 Compensation and Indemnity. The Company agrees to pay to the Trustee from time to time compensation as agreed upon from time to time in writing by the Trustee and the Company, including in any Agent capacity in which it acts under the Indenture. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.

Except as otherwise expressly provided herein, the Company shall 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 reasonable compensation, disbursements and expenses of the Trustee's agents and reasonable fees and expenses of its counsel), except any such expense, disbursement or advance as shall be determined to have been caused by its own gross negligence or willful misconduct.

The Company shall indemnify the Trustee (which for purposes of this Section 7.6 shall include its officers, directors, employees and agents) or any predecessor Trustee against any and all losses, damages, liabilities, claims or expenses, including reasonable fees and expenses of counsel, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), incurred by it, including in any Agent capacity in which it acts under the Indenture, arising out of or in connection with this Indenture, the Securities, the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Company, or any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder or in connection with enforcing the provisions of this Section, except to the extent that any such loss, liability or expense shall be determined to have been caused by the Trustee's own gross negligence or willful misconduct. The Trustee shall notify the Company promptly of any claim for which it intends to seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Company to the Trustee under this Indenture shall survive the satisfaction and discharge of this Indenture, the termination for any reason of this Indenture or the earlier resignation or removal of the Trustee.

To secure the Company's payment obligations in this Section 7.6, the Trustee shall have a mortgage, pledge, lien, charge, security interest or encumbrance (each, a "Lien") prior to the Securities on all money and property held or collected by the Trustee, except money held in trust to pay principal of (premium, if any) and interest on particular Securities.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.1(d) or (e) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of Section 313(b)(2) of the TIA to the extent applicable.

"Trustee" for purposes of this Section shall include any predecessor Trustee; provided, however, that the negligence, willful misconduct or bad faith of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

Section 7.7 Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.7.

The Trustee may resign with respect to one or more Securities of any series in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of Securities of a majority in Principal Amount of the then outstanding Securities of any series may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may by a Board Resolution remove the Trustee of Securities of any series if:

(a) the Trustee fails to comply with Section 7.9 hereof;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee with respect to the applicable series.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of at least 10% in Principal Amount of the then outstanding Securities of that series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after receiving a written request to resign by any Holder of a Security who has been a bona fide Holder of a Security for at least six months, fails to comply with Section 7.9, such Holder of a Security may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee with respect to all or any applicable series shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Securities. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.6 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.7, the Company's obligations under Section 7.6 hereof shall continue for the benefit of the retiring Trustee.

Section 7.8 Successor Trustee by Merger, Etc. If the Trustee or any Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the successor Person without any further act shall be the successor Trustee or Agent, as the case may be, provided that the successor Person shall be qualified and eligible under the provisions of Section 7.9 hereof.

Section 7.9 Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that together with its direct parent, if any, or in the case of a Person included in a bank holding company system, its related bank holding company, has a combined capital and surplus of at least $25 million as set forth in its most recent published annual report of condition. This Indenture shall always have a Trustee who satisfies the requirements of Section 310(a)(1), (2) and (5) of the TIA. The Trustee is subject to Section 310(b) of the TIA.

Section 7.10 Preferential Collection of Claims Against Company. The Trustee is subject to Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the TIA to the extent indicated therein.

Section 7.11 Other Capacities. All references in this Indenture to the Trustee with the exception of Section 7.1(a) shall be deemed to refer to the Trustee in its capacity as Trustee and in its capacities as any Agent, to the extent acting in such capacities, and every provision of this Indenture relating to the conduct or affecting the liability or offering rights, privileges, protections, immunities and benefits to the Trustee, including, without limitation, its right to be indemnified, shall be deemed to apply with the same force and effect to, and shall be enforceable by, the Trustee acting in each of its capacities hereunder, as any Agent and each agent, custodian and other Person employed to act hereunder.

ARTICLE VIII

SATISFACTION AND DISCHARGE OF INDENTURE; LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.1 Satisfaction and Discharge. This Indenture shall be discharged and shall cease to be of further effect as to all Securities of any particular series, when:

(a) either;

(i) all Securities of that series that have been authenticated, except lost, stolen or destroyed Securities of that series that have been replaced or paid and Securities of that series for which payment has been deposited in trust by the Company and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(ii) all Securities of that series that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or shall become due and payable within one year and the Company has irrevocably deposited with the Trustee or the Paying Agent, in trust, for the benefit of the Holders of the Securities of that series, cash in United States dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants, to pay and discharge the entire Indebtedness on the Securities of that series not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest, to the date of maturity or redemption;

(b) the Company has paid all sums payable by it under this Indenture with respect to the Securities of that series;

(c) the Company has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Securities of that series at maturity or on the redemption date, as the case may be; and

(d) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that the conditions precedent to the satisfaction and discharge of the Securities of that series pursuant to this Section 8.1 have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture with respect to the Securities of any series, the obligations of the Company to the Trustee under Section 7.6 and, if money shall have been deposited with the Trustee pursuant to subclause (ii) of clause (a) of this Section 8.1, the obligations of the Company and the Trustee with respect to the Securities of that series under Sections 2.5, 2.8, 2.9, 4.3 and 8.6, shall survive such satisfaction and discharge. The Trustee, on demand and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture.

Section 8.2 Option to Effect Legal Defeasance or Covenant Defeasance. The Company may, at its option and at any time, elect to have either Section 8.3 or 8.4 hereof be applied to all outstanding Securities of any series upon compliance with the conditions set forth below in this Article VIII.

Section 8.3 Legal Defeasance and Discharge. Upon the Company's exercise under Section 8.2 hereof of the option applicable to this Section 8.3, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.5 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Securities of any series (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Securities of that series, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.6 hereof and the other Sections of this Indenture referred to in clause (a) below, and to have satisfied all its other obligations under such Securities and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Securities of such series to receive solely from the trust fund described in Section 8.5 hereof, and as more fully set forth in such Section, payments in respect of the principal of, premium, if any, on and interest on such Securities when such payments are due, (b) the Company's obligations with respect to such Securities under Article II and Section 4.4 hereof, (c) the rights, powers, trusts, duties and immunities of the Trustee and any Agent hereunder and the Company's obligations in connection therewith, including, without limitation, Article VII and Section 8.6 and 8.8 hereunder, and (d) this Article VIII. Subject to compliance with this Article VIII, the Company may exercise its option under this Section 8.3 notwithstanding the prior exercise of its option under Section 8.4 hereof.

Section 8.4 Covenant Defeasance. Upon the Company's exercise under Section 8.2 hereof of the option applicable to this Section 8.4, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.5 hereof, be released from its obligations under the covenants contained in Sections 4.1, 4.2, 4.4 and 4.5 hereof, under Section 6.1(c) hereof with respect to such covenants, and under Section 6.1 (d) and (e) hereof with respect to the outstanding Securities of a series on and after the date the conditions set forth in Section 8.5 are satisfied (hereinafter, "Covenant Defeasance"), and the Securities of such series shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Securities of such series, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.1 hereof, but, except as specified above, the remainder of this Indenture and such Securities shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.2 hereof of the option applicable to this Section 8.4 hereof, subject to the satisfaction of the conditions set forth in Section 8.5 hereof, Sections 6.1(d) and (e) hereof shall not constitute Events of Default.

Section 8.5 Conditions to Legal or Covenant Defeasance. The following shall be the conditions to the application of either Section 8.3 or 8.4 hereof to the outstanding Securities of a series:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Securities of such series, cash in United States dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, on and interest on the outstanding Securities of such series on the stated maturity or on the applicable Redemption Date, as the case may be, and the Company must specify whether the Securities of such series are being defeased to maturity or to a particular Redemption Date;

(b) in the case of an election under Section 8.3 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States acceptable to the Trustee confirming that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) the Company shall have delivered to the Trustee an Opinion of Counsel in the United States acceptable to the Trustee confirming that, among other things, the defeasance trust does not constitute an "investment company" within the meaning of the Investment Company Act of 1940, as amended;

(d) in the case of an election under Section 8.4 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders of the outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(e) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that (subject to customary qualifications and assumptions) after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(f) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or, insofar as Sections 6.1(d) or 6.1(e) hereof are concerned, at any time in the period ending on the 91st day after the date of deposit;

(g) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Company is a party or by which the Company is bound;

(h) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that, subject to customary assumptions and exclusions, all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(i) the Trustee shall have received such other documents, assurances and Opinions of Counsel as the Trustee shall have reasonably required.

Section 8.6 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions. Subject to Section 8.7 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.6, the "Trustee") pursuant to Section 8.1 or Section 8.5 hereof, as applicable, in respect of the outstanding Securities of a series shall be held in trust and applied by the Trustee or the Paying Agent, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent), to the Holders of such Securities of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

Anything in this Article VIII to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the written request of the Company any money or non-callable Government Securities held by it as provided in Section 8.1 or Section 8.5 hereof, as applicable, which, without reinvestment, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.1 or Section 8.5(a) hereof, as applicable), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.7 Repayment to Company. Any money deposited with the Trustee or any Paying Agent, or then held by the Company in trust for the payment of the principal of, premium, if any, on or interest on any Security of a series and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as a creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once in The New York Times and The Wall Street Journal (national edition) notice that such money remains unclaimed and that after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 8.8 Reinstatement. If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with this Article VIII by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Securities of the applicable series shall be revived and reinstated as though no deposit had occurred pursuant to this Indenture until such time as the Trustee or Paying Agent is permitted by such court or governmental authority to apply all such money in accordance with this Article VIII; provided, however, that, if the Company makes any payment of principal of, premium, if any, on or interest on any Security of such series following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.1 Without Consent of Holders of Securities. Notwithstanding Section 9.2 of this Indenture, the Company and the Trustee may from time to time and at any time enter into one or more indentures supplemental hereto without the consent of any Holder of a Security, for one or more of the following purposes:

(a) to cure any ambiguity, defect or inconsistency;

(b) to provide for uncertificated Securities in addition to or in place of Definitive Securities or to alter the provisions of Article II hereof (including the related definitions) in a manner that does not adversely affect any Holder;

(c) to provide for the assumption of the Company's obligations to the Holders of the Securities by a successor to the Company pursuant to Article V hereof;

(d) to conform the text of this Indenture, any supplemental indenture, if applicable, or the Securities of any series to any provision of set forth in a prospectus supplement applicable to the Securities of such series, provided that any such action will not adversely affect the interests of any Holder of a Security of such series in any material respect;

(e) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any Security of any series pursuant to Article VIII, provided that any such action shall not adversely affect the interests of any Holder of a Security of such series in any material respect;

(f) to make any change that would provide any additional rights or benefits to the Holders of the Securities of any series;

(g) to make any change that is not inconsistent with this Indenture and does not adversely affect the legal rights hereunder of any Holder of a Security of such series;

(h) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(i) to establish the form and terms of Securities of any series as permitted by Section 2.1, or to authorize the issuance of additional Securities of a series previously authorized or to add to the conditions, limitations or restrictions on the authorized amount, terms or purpose of issue, authentication or delivery of the Securities of any series, as herein set forth, or other conditions, limitations or restrictions thereafter to be observed; or

(j) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series, pursuant to the requirements of this Indenture.

Upon the request of the Company accompanied by a Board Resolution authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Sections 7.2 and 9.6 hereof, the Trustee shall join with the Company in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

After an amendment, supplement or waiver under this Section 9.1 becomes effective, the Company shall notify the Holders of Securities of any series affected thereby, briefly describing the amendment, supplement or waiver. Any failure of the Company to provide such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver.

Section 9.2 With Consent of Holders of Securities. Except as provided below in this Section 9.2, the Company and the Trustee may amend or supplement this Indenture and the Securities with the consent of the Holders of at least a majority in Principal Amount of the Securities of a series then outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Securities), and, subject to Sections 6.4, 6.6 and 6.7 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, on and interest on the Securities of any series, except a payment default resulting from an acceleration that has been rescinded) may be waived with the consent of the Holders of a majority in Principal Amount of the then outstanding Securities of a series voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Securities). Section 2.8 hereof shall determine which Securities of such series are considered to be "outstanding" for purposes of this Section 9.2.

Upon the request of the Company accompanied by a Board Resolution authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Securities as aforesaid, and upon receipt by the Trustee of the documents described in Sections 7.2 and 9.6 hereof, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Securities of any series under this Section 9.2 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.2 becomes effective, the Company shall notify the Holders of Securities of any series affected thereby, briefly describing the amendment, supplement or waiver. Any failure of the Company to provide such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver.

Subject to Sections 6.4, 6.6 and 6.7 hereof, the Holders of a majority in aggregate Principal Amount of the Securities of any series then outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture or the Securities of such series, but no such waiver shall extend to or affect such provision except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such provision shall remain in full force and effect. However, without the consent of each Holder affected, an amendment or waiver under this Section 9.2 may not (with respect to any Securities held by a non-consenting Holder):

(a) change the stated maturity of the principal of and interest on any Security of such series;

(b) reduce the Principal Amount of, reduce the rate of, or extend or change the time for payment of interest on, any Security of such series;

(c) reduce the principal amount of discount securities payable upon acceleration of maturity;

(d) waive a default in the payment of the principal of, premium or interest on any debt security (except a rescission of acceleration of the debt securities of any series by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of that series and a waiver of the payment default that resulted from such acceleration);

(e) change the place or currency of payment of principal of, premium, if any, on and interest on any Security of such series;

(f) reduce any amount payable upon the redemption of any Security of such series;

(g) impair the right to institute suit for the enforcement of any payment on or with respect to any Security of such series;

(h) reduce the percentage in Principal Amount of outstanding Securities of such series the consent of whose Holders is required for modification or amendment of this Indenture;

(i) make any change that adversely affects the right to convert or exchange any Security as provided pursuant to Section 2.1;

(j) reduce the percentage in Principal Amount of outstanding Securities of such series necessary for waiver of compliance with certain provisions of this Indenture or for waiver of certain Defaults; or

(k) modify such provisions with respect to modification and waiver.

Section 9.3 Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture or the Securities shall be set forth in an amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.4 Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security of such series that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to its Security if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.5 Notation on or Exchange of Securities. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Security of any affected series thereafter authenticated. The Company in exchange for all Securities of any such series may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Securities for such series that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Security of such series shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.6 Trustee to Sign Amendments, Etc. The Trustee shall sign any amended or supplemental Indenture authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amendment or supplemental Indenture until the Board of Directors approves it. In executing any amended or supplemental Indenture, the Trustee shall be entitled to receive and (subject to Section 7.1 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 11.5 hereof, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental Indenture is authorized or permitted by this Indenture and an Opinion of Counsel to the effect that such supplemental indenture is enforceable against the Company in accordance with its terms, subject to then customary exceptions.

ARTICLE X

CONCERNING THE SECURITYHOLDERS

Section 10.1 Holders. Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the Securities of any or all series may take any action (including the making of any demand or request, the giving of any authorization, notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by Holders in person or by agent or proxy appointed in writing, or (b) if Securities of a series are issuable as Bearer Securities, by the record of the Holders of Securities voting in favor thereof, either in person or by proxies duly appointed in writing, at any meeting of Holders, or (c) by a combination of such instrument or instruments and any such record of such a meeting of Holders.

In determining whether the Holders of a specified percentage in aggregate principal amount of the Securities of any or all series have taken any action (including the making of any demand or request, the giving of any authorization, direction, notice, consent or waiver or the taking of any other action), (i) the principal amount of any Original Issue Discount Security that may be counted in making such determination and that shall be deemed to be outstanding for such purposes shall be equal to the amount of the principal thereof that could be declared to be due and payable upon an Event of Default pursuant to the terms of such Original Issue Discount Security at the time the taking of such action is evidenced to the Trustee, and (ii) the principal amount of a Security denominated in a foreign currency or currency unit shall be the U.S. dollar equivalent, determined as of the date of original issuance of such Security in accordance with Section 2.1 hereof, of the principal amount of such Security.

Section 10.2 Proof of Execution by Securityholders. Subject to the provisions of Section 7.1 and 7.2, proof of the execution of any instrument by a Holder or its agent or proxy, or of the holding by any person of a Security, shall be sufficient and conclusive in favor of the Trustee and the Company if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee.

The principal amount and serial numbers of Registered Securities held by any person, and the date of holding the same, shall be proved by the Registrar. The principal amount and serial numbers of Bearer Securities held by any person, and the date of holding the same, may be proved by the production of such Bearer Securities or by a certificate executed, as depository, by any trust company, bank, banker or other depository, wherever situated, showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bearer Securities therein described; or such facts may be proved by the certificate or affidavit of the person holding such Bearer Securities. The Trustee and the Company may assume that such ownership of any Bearer Security continues until (1) another certificate or affidavit bearing a later date issued in respect of the same Bearer Security is produced, or (2) such Bearer Security is produced to the Trustee by some other person, or (3) such Bearer Security is surrendered in exchange for a Registered Security, or (4) such Bearer Security is no longer outstanding. The principal amount and serial numbers of Bearer Securities held by any person, and the date of holding the same, may also be provided in any other manner which the Trustee deems sufficient.

Section 10.3 Who Are Deemed Absolute Owners. Prior to due presentment of a Registered Security for registration of transfer, the Company, the Trustee and any agent of the Company or of the Trustee may deem the person in whose name such Registered Security shall be registered with the Registrar to be, and may treat him as, the absolute owner of such Registered Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon), for the purpose of receiving payment of or on account of the principal of (and premium, if any) and, subject to the provisions of Section 2.7, any interest on such Security and for all other purposes; and neither the Company nor the Trustee nor any agent of the Company or of the Trustee shall be affected by any notice to the contrary. All such payments so made to any holder for the time being, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Security.

Title to any Bearer Security and any coupons appertaining thereto shall pass by delivery. The Company, the Trustee and any agent of the Company or of the Trustee may treat the bearer of any Bearer Security and the bearer of any coupon as the owner of such Security or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Security or coupon 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.

Notwithstanding the foregoing, with respect to any temporary or permanent Global Security, nothing herein shall prevent the Company, the Trustee, or any agent of the Company or of the Trustee, from giving effect to any written certification, proxy or other authorization furnished by a common depository or a U.S. depository, as the case may be, or impair, as between a common depository or a U.S. depository and holders of beneficial interests in any temporary or permanent Global Security, as the case may be, the operation of customary practices governing the exercise of the rights of the common depository or the U.S. depository as holder of such temporary or permanent Global Security.

Section 10.4 Company-Owned Securities Disregarded. In determining whether the Holders of the required aggregate principal amount of Securities have provided any request, demand, authorization, notice, direction, consent or waiver under this Indenture, Securities which are owned by the Company or any other obligor on the Securities, or by any Affiliate of the Company or any other obligor on the Securities, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, direction, notice, consent or waiver, only Securities which the Trustee knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Securities and that the pledgee is not an Affiliate of the Company or any such other obligor. In the case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 10.5 Revocation of Consents; Future Securityholders Bound. At any time prior to the taking of any action by the Holders of the percentage in aggregate principal amount of the Securities specified in this Indenture in connection with such action, any Holder of a Security, the identifying number of which is shown by the evidence to be included in the Securities the Holders of which have consented to such action, may, by filing written notice with the Trustee at its office and upon proof of holding as provided in Section 10.2, revoke such action so far as concerns such Security. Except as aforesaid any such action taken by the Holder of any Security shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Security and of any Security issued upon registration of transfer of or in exchange or substitution therefor in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, irrespective of whether or not any notation in regard thereto is made upon such Security. Any action taken by the Holders of the percentage in aggregate principal amount of the Securities specified in this Indenture in connection with such action shall be conclusively binding upon the Company, the Trustee and the Holders of all the Securities.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Trust Indenture Act Controls. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision which is required or deemed to be included in this Indenture by the TIA, such required or deemed provision shall control.

Section 11.2 Notices, Etc. to Trustee and Company. Any request, demand, authorization, direction, notice, consent, waiver or other act of Holders 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 or the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at Corporate Trust Office of the Trustee; or

(b) the Company, by the Trustee or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and deposited postage prepaid by first class mail, registered or certified mail, or overnight courier service, addressed (until another address is filed by the Company with the Trustee for the purpose) to:

Hallmark Financial Services, Inc.
5420 Lyndon B. Johnson Freeway
Suite 1100
Dallas, Texas 75240
Attention: President

and (which copy shall be delivered as an accommodation and shall not be required to be delivered in satisfaction of any requirement hereof)

McGuire, Craddock & Strother, P.C.
2501 N. Harwood Street
Suite 1800
Dallas, Texas 75201
Attention: Steven D. Davidson, Esq.

The Company or the Trustee, by notice to the other, may designate additional or different addresses for subsequent notices or communications. All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Section 11.3 Notice to Holders of Securities; Waiver; Electronic Means . Where this Indenture provides for notice to Holders, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event at such Holder's address as it appears on the register kept by the Registrar, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Any notice mailed to a Holder in the manner herein prescribed shall be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice. If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Notwithstanding any other provision of this Indenture or any Security, where this Indenture or any Security provides for notice of any event (including any notice of redemption) to a Holder of a Global Security (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depository (or its designee) pursuant to the customary procedures of the Depository.

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 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.

In the case 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 as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions"), given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding that such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11.4 Communication by Holders of Securities with Other Holders of Securities. Holders may communicate pursuant to Section 312(b) of the TIA with other Holders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the TIA.

Section 11.5 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate (which shall include the statements set forth in Section 11.6 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel (which shall include the statements set forth in Section 11.6 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been complied with.

Section 11.6 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 314(a)(4) of the TIA) shall comply with the provisions of Section 314(e) of the TIA and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(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 Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 11.7 Form of Documents Delivered to 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, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his 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, stating that the information with respect to such factual matters is in the possession of the Company, 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 11.8 Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 11.9 Limitation on Individual Liability. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Security, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, shareholder, employee, officer, or director, as such, past, present or future, of the Company, either directly or through the Company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the obligations issued hereunder are solely obligations of the Company, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, shareholders, employees, officers or directors, as such, of the Company, or any of them, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any Security or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute or otherwise, of, and any and all such rights and claims against, every such incorporator, shareholder, employee, officer or director, as such, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any Security or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of such Security.

Section 11.10 Governing Law; Submission to Jurisdiction. This Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company irrevocably consents and submits, for itself and in respect of any of its assets or property, to the nonexclusive jurisdiction of any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any thereof in any suit, action or proceeding that may be brought in connection with this Indenture or the Securities, and waives any immunity from the jurisdiction of such courts. The Company irrevocably waives, to the fullest extent permitted by law, any objection to any such suit, action or proceeding that may be brought in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Company agrees, to the fullest extent that it lawfully may do so, that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the Company, and waives, to the fullest extent permitted by law, any objection to the enforcement by any competent court in the Company's jurisdiction of organization of judgments validly obtained in any such court in New York on the basis of such suit, action or proceeding

Section 11.11 Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.12 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.13 Successors. All agreements of the Company in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 11.14 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 hereunder and the Holders of Securities, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 11.15 Severability. In case any provision in this Indenture or in the Securities 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 11.16 Counterpart Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes.

Section 11.17 Table of Contents, Headings, Etc. The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.18 Applicability of Depository. Notwithstanding any other provision of this Indenture, so long as a Security of any series is a Global Security, the parties hereto will be bound at all times by the Applicable Procedures of the Depository with respect to such Security.

Section 11.19 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

Section 11.20 Tax Withholding. Notwithstanding any other provision of this Indenture, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under this Indenture for or on account of any present or future taxes, duties or charges if and to the extent so required by any applicable law and any current or future regulations or agreements thereunder or official interpretations thereof or any law implementing an intergovernmental approach thereto or by virtue of the relevant holder failing to satisfy any certification or other requirements in respect of the Securities, in which event the Trustee shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted and shall have no obligation to gross up any payment hereunder or pay any additional amount as a result of such withholding tax.

The Issuer hereby covenants with the Trustee that it will provide the Trustee with sufficient information so as to enable the Trustee to determine whether or not the Trustee is obliged, in respect of any payments to be made by it pursuant to this Indenture, to make any withholding or deduction pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986, as amended (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Indenture, as of the date first above written.

HALLMARK FINANCIAL SERVICES, INC.

By: /s/ Naveen Anand
Name: Naveen Anand
Title: President & CEO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

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Section 3: EX-4.2 (EXHIBIT 4.2)

Exhibit 4.2

EXECUTION VERSION

HALLMARK FINANCIAL SERVICES, INC.

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

FIRST SUPPLEMENTAL INDENTURE

DATED AS OF AUGUST 19, 2019

TO

INDENTURE

DATED AS OF AUGUST 19, 2019

Relating To

6.25% Senior Unsecured Notes due 2029

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of August 19, 2019 (the "**Supplemental Indenture**"), to the Base Indenture (defined below) between Hallmark Financial Services, Inc., a Nevada corporation (the "**Company**"), and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "**Trustee**").

RECITALS

WHEREAS, the Company has executed and delivered to the Trustee the Indenture, dated as of August 19, 2019 (the "**Base Indenture**" and, together with this Supplemental Indenture, the "**Indenture**"), providing for the issuance from time to time of its debt securities evidencing unsecured indebtedness;

WHEREAS, Section 9.1 of the Base Indenture provides, among other things, that the Company and the Trustee may enter into indentures supplemental to the Base Indenture to establish the form and terms of Securities of any series as permitted by Section 2.1 of the Base Indenture;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of a new series of its debt securities to be known as its 6.25% Senior Unsecured Notes due 2029 (the "**Notes**"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture; and

WHEREAS, the Company has requested and hereby requests that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make this Supplemental Indenture a legal, valid, binding and enforceable instrument in accordance with its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid and legally binding obligations of the Company, and all acts and things necessary have been done and performed to make this Supplemental Indenture enforceable in accordance with its terms, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects and this Supplemental Indenture is authorized or permitted by the Base Indenture.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS

1.01 Capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture.

1.02 References in this Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Supplemental Indenture unless otherwise specified.

1.03 For purposes of this Supplemental Indenture, the following terms have the meanings ascribed to them as follows:

"**Balance Sheet Date**" means the last day of any annual or quarterly period for which the Company's Consolidated balance sheet is included in the Company's report furnished or otherwise made available pursuant to Section 3.06 of the First Supplemental Indenture, dated as of August 19, 2019, between the Company and the Trustee.

"**Base Indenture**" has the meaning provided in the recitals.

"**Cash Equivalents**" means:

(1) U.S. dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States Government or issued by any agency or instrumentality of the United States (provided that the full faith and credit of the United States is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition and, at the time of acquisition, having a credit rating of "A" or better from S&P or "A2" or better from Moody's;

(4) certificates of deposit, demand deposits, time deposits, Eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any commercial bank (x) the long-term debt of which is rated at the time of acquisition thereof at least "A" or the equivalent thereof by S&P, or "A" or the equivalent thereof by Moody's or (y) the short-term commercial paper of such commercial bank or its parent company is rated at the time of acquisition thereof at least "A-1" or the equivalent thereof by S&P or "P-!" or the equivalent thereof by Moody's, and having combined capital and surplus in excess of $500 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2), (3) and (4) above, entered into with any bank meeting the qualifications specified in clause 94) above;

(6) commercial paper rated at the time of acquisition thereof at least "A-1" or the equivalent thereof by S&P or "P-1" or the equivalent thereof by Moody's , or carrying an equivalent rating by a Rating Agency, if both of the two named rating agencies cease publishing rating of investments, and in any case maturing within one year after the date of acquisition thereof;

(7) instruments equivalent to those referred to in clauses (1) through (6) above denominated in Euros or any foreign currency comparable in credit quality and tenor to those referred to in such clauses and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction;

(8) interests in any investment company or money market fund that invests 95% or more of its assets in instruments of the type specified in clauses (1) through (7) above;

(9) money market funds that (i) comply with the criteria set forth in rules 2A-7 of the Investment company Act of 1940, as amended, (ii) are rated at the time of acquisition thereof "AAA" or the equivalent by S&P or "Aaa" or the equivalent thereof by Moody's and (iii) have portfolio assets of at least $45.0 billion; and

(10) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (4) of this definition.

"**Commodity Agreement**" means any commodity futures contract, commodity option, commodity swap agreement, commodity collar agreement, commodity cap agreement or other similar agreement or arrangement entered into by the Company or any Subsidiary.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed (assuming that the Notes matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes (assuming that the Notes matured on the Par Call Date).

"**Comparable Treasury Price**" means, with respect to any Redemption Date, (1) the average of three Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations, or (3) if the Independent Investment Banker only obtains one such Reference Treasury Dealer Quotation, such quotation.

"**Consolidated**" means the Company and its Subsidiaries, taken as a whole in accordance with GAAP.

"**Consolidated Capital**" means, as of any date, the total shareholders' equity of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP plus Consolidated Indebtedness.

"**Consolidated Indebtedness**" means, as of any date, the Indebtedness of the Company and its Subsidiaries for borrowed money determined on a consolidated basis in accordance with GAAP. Consolidated Indebtedness excludes operating lease liabilities.

"**Currency Agreement**" means, in respect of a Person, any foreign exchange contract, currency swap agreement futures contract, option contract or other similar agreement as to which such Person is a party of a beneficiary.

"**Debt to Capital Ratio**" means, as of any date, the ratio (expressed as a percentage) equal to Consolidated Indebtedness as of such date divided by the Consolidated Capital as of such date.

"**Event of Default**" has the meaning provided in the Base Indenture as supplemented by Article 4**.**

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Finance Lease Obligations**" of any Person means such obligations of the Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as finance leases rather than operating leases under GAAP. The amount of such Finance Lease Obligations will be the amount characterized as a liability on a balance sheet prepared in accordance with GAAP.

"**GAAP**" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"**Guarantee**" means any obligation, contingent or otherwise, of any Person, directly or indirectly, guaranteeing any Indebtedness for borrowed money of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other financial obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "*Guarantee*" will not include endorsements for collection or deposit in the ordinary course of business; provided further that the amount of each Guarantee will be the lesser of (i) the amount of the primary obligation or, if not stated, or indeterminable, the reasonably expected liability in respect of such primary obligation and (ii) the stated maximum amount of such Guarantee. The term "*Guarantee*" used as a verb has a corresponding meaning.

"**Hedging Obligation**" of any Person means the obligations of such Person pursuant to any interest Rate Agreement, Currency Agreement or Commodity Agreement.

"**Incur**" means to issue, create, assume, Guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Person at the time it becomes a Subsidiary; and the terms "*Incurred*" and "*Incurrence*" have meanings correlative to the foregoing. Any Indebtedness issued at a discount (including Indebtedness on which interest is payable through the issuance of additional Indebtedness) shall be deemed incurred at the time of original issuance of the Indebtedness at the initial accreted amount thereof.

"**Indebtedness**" of any Person means, without duplication:

(1) all obligations of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(3) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person;

(4) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable, deferred compensation, pension obligations, customer advances and accrued expenses incurred in the ordinary course of business);

(5) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien (other than carriers', mechanics, repairmen's or like nonconsensual liens, arising in the ordinary course of business) on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed; *provided* that, if such Indebtedness is not assumed, the amount shall be the lesser of (i) the fair market value of the property subject to such Lien and (ii) the amount of the Indebtedness secured by such Lien;

(6) all Guarantees by such Person of Indebtedness of others;

(7) all Finance Lease Obligations of such Person;

(8) all unpaid obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty (other than cash collateralized letters of credit to secure the performance of workers' compensation, unemployment insurance, other social security laws or regulations, bids, trade contracts, leases, environmental and other statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case, obtained in the ordinary course of business); and

(9) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances.

The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent that such Person is liable therefor pursuant to law or judicial holding as a result of such Person's ownership interest in or other relationship with such entity, except to the extent that contractual provisions binding on the holder of such Indebtedness provide that such Person is not liable therefor.

"**Indenture**" has the meaning provided in the recitals.

"**Independent Investment Banker**" means the Reference Treasury Dealer selected by the Company.

"**Insurance Subsidiary**" means any Subsidiary of the Company that is required to be licensed as an insurer or reinsurer.

"**Insurance Regulatory Authority**" means, with respect to any Insurance Subsidiary, the governmental or regulatory authority or agency charged with regulating the insurance business of insurance companies or insurance holding companies, in its jurisdiction of legal domicile.

"**Interest Payment Date**" has the meaning provided in Section 2.04.

"**Interest Rate Agreement**" means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"**Issue Date**" means August 19, 2019.

"**Notes**" has the meaning provided in the recitals.

"**Par Call Date**" means May 15, 2029.

"**Paying Agent**" has the meaning provided in Section 2.03(d).

"**Permitted Liens**" means, with respect to any Person:

(1) (x) pledges or deposits by such Person under workers' compensation laws, unemployment, general insurance and other insurance laws and old age pensions and other social security or retirement benefits or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent in each case Incurred in the ordinary course of business and (y) collateral consisting of Cash Equivalents securing letters of credit issued in respect of obligations to insurers in an aggregate amount not to exceed $1.0 million at any time outstanding;

(2) Liens imposed by law and carriers', warehousemen's, mechanics', materialmen's repairmen's and other like Liens, in each case Incurred in the ordinary course of business;

(3) Liens for taxes, assessments or other governmental charges or levies not yet subject to penalties for non-payment or that are being contested in good faith by appropriate proceedings, provided that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(4) Liens in favor is issuers of surety, appeal or performance bonds or letters of credit or bankers' acceptances or similar obligations issued pursuant to the request of and for the account of such person in the ordinary course of its business;

(5) Liens securing Hedging Obligations relating to Indebtedness so long as the related Indebtedness is, and is permitted to be under the Indentures, security by a Lien on the same property security such Hedging Obligation;

(6) judgment Liens not giving rise to an Event of Default, and Liens securing appeal or surety bonds related to such judgment, so long as any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(7) Liens that constitute banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a bank, depositary or other financial institution, whether arising by operation of law or pursuant to contract;

(8) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company or its Subsidiaries in the ordinary course of business;

(9) Liens existing on the Issue Date;

(10) Liens on property at the time the Company or a Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Company or any Subsidiary; provided, however, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; provided further, that such Liens may not extend to any other property owned by the Company or any Subsidiary;

(11) Liens securing Indebtedness or other obligations of a Subsidiary owing to the Company or another Subsidiary;

(12) deposits as security for contested taxes or contests import to customs duties;

(13) any interest or title of a lessor under any operating lease;

(14) Liens on funds of the Company or any Subsidiary held in deposit accounts with third-party providers of payment services securing credit card charge-back reimbursement and similar cash management obligations of the Company or the Subsidiaries;

(15) Liens of a collecting bank arising in the ordinary course of business under Section 4.208 of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon;

(16) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder;

(17) Liens arising in connection with Cash Equivalents described in clause (5) of the definition of Cash Equivalents;

(18) Liens securing cash management obligations incurred in the ordinary course of business; and

(19) customary Liens granted in favor of a trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to which Indebtedness permitted under Section 3.02 is incurred.

"**Rating Agency**" means a nationally recognized statistical ratings organization within the meaning of Section 15E of the Exchange Act.

"**Reference Treasury Dealer**" means each of Raymond James & Associates, Inc. and three other primary U.S. government securities dealers (each a "*Primary Treasury Dealer*"), as specified by the Company; provided, however, that if any of Raymond James & Associates, Inc. or any other Primary Treasury Dealer as specified by the Company shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed, in each case, as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"**Restricted Payment**" has the meaning set forth in Section 3.04.

"**SAP**" means, with respect to any Insurance Subsidiary, the statutory accounting practices prescribed or permitted by the Insurance Regulatory Authority of its jurisdiction of legal domicile, consistently applied as in effect from time to time.

"**Supplemental Indenture**" has the meaning provided in the preamble.

"**Surplus Note**" means a promissory note executed by an Insurance Subsidiary of the type generally described in the insurance industry as a "*surplus note*," the principal amount of which an insurance regulator permits the issuer to record as an addition to capital and surplus rather than as a liability in accordance with SAP.

"**Treasury Rate**" means, with respect to any Redemption Date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

"**Trustee**" has the meaning provided in the preamble.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

ARTICLE 2

GENERAL TERMS AND CONDITIONS OF THE NOTES

2.01 **Designation and Principal Amount**.

(a) The Notes are hereby authorized and are designated the "6.25% Senior Unsecured Notes due 2029," unlimited in aggregate principal amount. The Notes issued on the date hereof pursuant to the terms of this Supplemental Indenture shall be in an aggregate principal amount of $50,000,000, which amount shall be set forth in the written order of the Company for the authentication and delivery of the Notes pursuant to Sections 2.1 and 2.4 of the Base Indenture.

(b) The Company may, from time to time, without notice to or the consent of the Holders of the Notes, create and issue additional Notes ranking equally and ratably with the Notes issued on the date hereof in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such additional Notes or except for the first payment of interest following the issue date of such additional Notes), so that such additional Notes shall be consolidated and form a single series with such series of Notes issued on the date hereof and shall have the same terms as to status, redemption or otherwise as such series of Notes issued on the date hereof; *provided*, however, that if the additional Notes are not fungible with the previously issued Notes for U.S. federal income tax purposes, such additional Notes shall have separate CUSIP, ISIN or other identifying numbers.

2.02 **Maturity**. The principal amount of the Notes shall be payable on August 15, 2029.

2.03 **Form and Payment**.

(a) The Notes shall be issued only in fully registered book-entry form, without coupons, substantially in the form set forth in Exhibit A attached hereto, which is incorporated herein and made part hereof. The terms and provisions contained in the Notes shall constitute, and expressly are made a part of this Supplemental Indenture. The Notes shall be issued in denominations of $1,000 and any integral multiple thereof. The Notes shall be issued initially in the form of global notes.

(b) Payments of principal, premium, if any, and/or interest, if any, on the global notes representing the Notes shall be made to the Paying Agent (defined below) which in turn shall make payment to DTC as the Depository with respect to the Notes or its nominee. At the Company's option, payment of interest on Notes other than global notes may be made by wire transfer or check mailed to the Holder's registered address.

(c) The global notes representing the Notes shall be deposited with, or on behalf of, the Depository and shall be registered, at the request of the Depository, in the name of Cede & Co.

(d) The Bank of New York Mellon Trust Company, N.A., shall act as paying agent for the Notes (the "**Paying Agent**"). The Company may appoint and change the Paying Agent without prior notice to the Holders.

2.04 **Interest**. Interest on the Notes shall accrue at the rate of 6.25% per annum. Interest on the Notes shall be payable semi-annually in arrears on February 15 and August 15, commencing on February 15, 2020 (each an "**Interest Payment Date**"), to the Holders in whose names the Notes are registered at the close of business on the last day of the calendar month immediately preceding such Interest Payment Date. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months. If any Interest Payment Date is not a Business Day, then the related payment of interest for such Interest Payment Date shall be paid on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date and no further interest shall accrue as a result of such delay.

2.05 **Ranking**. The Notes shall be senior unsecured indebtedness of the Company only and will not be obligations of or guaranteed by any of its subsidiaries. The Notes shall (i) rank senior in right of payment to any of the Company's existing and future indebtedness and other obligations that are, by their terms, expressly subordinated or junior in right of payment to the senior unsecured debt securities, and (ii) rank equally in right of payment to all of the Company's existing and future unsecured indebtedness and other obligations that are not, by their terms, expressly subordinated or junior in right of payment to the senior unsecured debt securities.

2.06 **Notes Not Convertible or Exchangeable**. The Notes shall not be convertible into, or exchangeable for, any other securities of the Company, except that the Notes shall be exchangeable for other Notes to the extent provided for in the Base Indenture.

2.07 **No Sinking Fund**. No sinking fund shall be provided with respect to the Notes.

ARTICLE 3

ADDITIONAL COVENANTS

Pursuant to Section 2.1(o) of the Base Indenture, so long as any of the Notes are outstanding, the following provisions shall be applicable to the Notes in addition to the covenants contained in Article IV of the Base Indenture:

3.01 **No Liens**.

(a) The Company shall not, and shall not permit any of its Subsidiaries to, create, assume, Incur or permit to exist any Indebtedness (including any Guarantee of Indebtedness) that is secured by a Lien (other than Permitted Liens) on:

(i) the Capital Stock of any Material Subsidiary; or

(ii) the Capital Stock of a Subsidiary that owns, directly or indirectly, the Capital Stock of any Material Subsidiary, without, in either case, providing that the Notes will be secured equally and ratably with the Indebtedness so secured for so long as such Indebtedness shall be so secured; provided, that this limitation does not apply to (A) Liens on Capital Stock of a Subsidiary as of the date of the initial issuance of the Notes if such Subsidiary shall thereafter become a Material Subsidiary, or any renewal or extension of such existing liens, or (B) Liens on capital or other securities of subsidiaries that are not Material Subsidiaries.

(b) If the Company shall hereafter be required to secure the Notes equally and ratably with any other Indebtedness pursuant to this Section 3.01, the Trustee is hereby authorized and directed to enter into an indenture or agreement supplemental hereto in order to provide for such security subject to and in accordance with the penultimate sentence of Section 9.1 and Section 9.6, as if such indenture or agreement supplemental hereto were expressly subject to and enumerated in Section 9.1.

3.02 **Limitation on Incurrence of Indebtedness**.

(a) The Company shall not, and shall not permit any of its Subsidiaries to Incur, directly or indirectly, any Indebtedness unless:

(i) no Event of Default has occurred and is continuing; and

(ii) the Company's Debt to Capital Ratio as of the Balance Sheet Date immediately preceding the date on which such additional Indebtedness would be Incurred would have been no greater than 35%, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom) as if the additional Indebtedness and all other Indebtedness Incurred since the immediately preceding Balance Sheet Date had been Incurred as of such day (except to the extent such Indebtedness has been or will be used to prepay other Indebtedness) and the proceeds therefrom applied as of such day.

(b) the limitations set forth in Section 3.02(a) do not apply to the incurrence of the following types of Indebtedness:

(i) Indebtedness of the Company evidenced by the Notes;

(ii) any Indebtedness outstanding on the date of the issuance of the Notes, any Indebtedness used to refinance such outstanding Indebtedness, and any Indebtedness incurred that is used to redeem the Notes in accordance with the terms of the Indenture;

(iii) Indebtedness arising from the honoring by a bank or other financial institutions of a check, draft or other instrument, including, but not limited to, electronic transfers, wire transfers and commercial card payments, drawn against insufficient funds in the ordinary course of business (except in the form of committed or uncommitted lines of credit); provided, however, that such Indebtedness is extinguished within 10 business days of incurrence;

(iv) Indebtedness owed to banks and other financial institutions incurred in the ordinary course of business of the Company and its Subsidiaries with such banks or financial institutions that arise in connection with ordinary banking arrangements to provide treasury services or to manage cash balances of Company and its Subsidiaries;

(v) Indebtedness of Company or any Subsidiary in a total maximum not to exceed $5.0 million outstanding at any time, provided that on the date any such Indebtedness is incurred, and after giving effect thereto on a pro forma basis, no Event of Default has occurred and is continuing (or would result therefrom), including pro forma compliance with any financial covenant ratios applicable to the Notes (including the Debt to Capital Ratio); or

(vi) Indebtedness of Company or any Subsidiary to the extent that the net proceeds thereof are promptly deposited to defease all of the Notes, provided that (A) such Indebtedness (1) is subordinate to any Notes not so defeased, and (2) has a maturity subsequent to any Notes not so defeased, and (B) unless all of the Notes are defeased, such Indebtedness shall not be issued by any Subsidiary.

(c) For purposes of determining compliance with, and the outstanding principal amount of any Indebtedness incurred pursuant to and in compliance with, this covenant:

(i) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described above, Company, in its sole discretion, may divide and classify such item of Indebtedness (or any portion thereof) on the date of incurrence, and may later reclassify such item of Indebtedness (or any portion thereof) in any manner that complies with the Indenture, and only be required to include the amount and type of such Indebtedness once;

(ii) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise not included in the determination of the principal amount of Indebtedness shall not be included;

(iii) Indebtedness permitted by this Section 3.02 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of the Indenture permitting such Indebtedness; and

(iv) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the principal amount.

(d) Accrual of interest, accrual of dividends, the accretion of accreted value or the amortization of debt discount, and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount or the aggregate principal amount outstanding in the case of Indebtedness issued with interest payable-in-kind, (ii) the principal amount, together with any interest thereon that is more than five days past due, in the case of any other Indebtedness, (iii) in the case of the Guarantee by a specified person of Indebtedness of another person, the maximum liability to which the specified person may be subject upon the occurrence of the contingency giving rise to the obligation, and (iv) in the case of Indebtedness of others guaranteed solely by means of a lien on any asset or property of Company or any Subsidiary (and not to their other assets or properties generally), the lesser of (x) the fair market value of such asset or property on the date on which such Indebtedness is incurred, or (y) the amount of the Indebtedness so secured.

(e) For purposes of determining compliance with any U.S. dollar denominated restriction on the incurrence of Indebtedness, the U.S. dollar equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided, that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced plus the amount of any reasonable premium (including reasonable tender premiums), defeasance costs and reasonable fees and expenses incurred in connection with the issuance of such new Indebtedness. Notwithstanding any other provision of the Indenture, the maximum amount of Indebtedness that the Company and its Subsidiaries may Incur under this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such refinanced Indebtedness is denominated that is in effect on the date of such refinancing.

3.03 **Restrictions on Dispositions**.

(a) The Company shall not, and shall not permit any of its Material Subsidiaries to sell, assign, pledge, transfer or otherwise dispose of, directly or indirectly, any of the Capital Stock or securities convertible into Capital Stock, or options, warrants or rights to subscribe for or purchase Capital Stock of a Material Subsidiary; and (ii) permitting a Material Subsidiary to issue, sell or otherwise dispose of any shares of its Capital Stock or securities convertible into its Capital Stock or options, warrants or rights to subscribe for or purchase its Capital Stock, unless after giving effect to the sale, assignment, pledge, transfer or other disposition, the Company and its Subsidiaries would own directly or indirectly at least 80% of the issued and outstanding Capital Stock of such Material Subsidiary after giving effect to that transaction.

(b) Section 3.03(a) does not apply to any transaction described in clauses (1) or (2) Section 5.1 of the Base Indenture.

3.04 **Limitation on Restricted Payments**. The Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(a) declare or pay any dividend on or in respect of, its Capital Stock or purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company (other than wholly in exchange for Capital Stock of the Company; or

(b) Make any payment or other distribution on any other securities of the Company or any of its Subsidiaries that rank junior to or pari passu with the Notes, including on any Indebtedness of the Company or any of its Subsidiaries (all such payments and other actions under (a) and (b), a "Restricted Payment"), unless, with respect to either clause (a) or clause (b), at the time of, and after giving effect to such Restricted Payment on a pro forma basis,

(i) no Event of Default shall have occurred and be continuing (or would reasonably be expected to result therefrom); and

(ii) the Company's Debt to Capital Ratio would be no greater than 35%.

3.05 **Maintenance of Insurance Subsidiaries.** The Company shall cause each of its Insurance Subsidiaries to

(a) be duly organized and licensed or otherwise eligible to conduct an insurance or a reinsurance business, as the case may be, under the insurance statutes and regulations of the relevant insurance regulatory authorities in each jurisdiction in which the conduct of its business requires such licensing or eligibility,

(b) have all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications of and from all insurance regulatory authorities necessary to conduct their respective businesses, and

(c) comply with all applicable insurance laws, rules and regulations applicable to the Insurance Subsidiaries.

3.06 **Reports and Other Information**.

(a) Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall furnish to the Trustee and the Holders, within 15 days after the applicable time periods specified in the relevant forms (or, if the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, within 15 days after the applicable time periods specified in the relevant forms for non-accelerated filers), after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Company's independent registered public accounting firm; *provided*, *however*, that to the extent such reports are filed with the Commission and publicly available, such reports shall have been deemed to have been provided to the Trustee and the Holders and no additional copies need to be provided to the Trustee and the Holders. The Trustee shall have no responsibility whatsoever to determine whether any such filing has occurred.

(b) Unless such reports are otherwise filed with the Commission, the Company shall maintain a website to which all of the reports required by this Section 3.06 are posted to which access will be given to the Trustee, the Holders and prospective purchasers of the Notes that certify their status as such to the reasonable satisfaction of the Company and agree to keep such reports confidential.

(c) Any and all defaults or Events of Default arising from a failure to furnish or file in a timely manner a report required by this Section 3.06 shall be deemed cured (and the Company shall be deemed to be in compliance with this Section 3.06) upon furnishing or filing such report as contemplated by this Section 3.06 (but without regard to the date on which such reports is so furnished or filed); provided that such cure shall not otherwise affect the rights of the Holders purchase to Article VI of the Base Indenture if the principal, premium, if any, and accrued interest have been accelerated in accordance with the terms of the Indenture and such acceleration has not been rescinded or cancelled prior to such cure.

(d) The furnishing, filing or making accessible of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

ARTICLE 4

EVENTS OF DEFAULT

Pursuant to Section 2.1(o) and Section 6.1(f) of the Base Indenture, "Event of Default," whenever used with respect to the Notes, shall include with respect to the Company or any Material Subsidiary any default under any bond, debenture, note or other evidence of Indebtedness for money borrowed by the Company or any Material Subsidiary having an aggregate principal amount outstanding of at least $25,000,000, or under any mortgage, indenture or instrument (including this Indenture) under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Material Subsidiary having an aggregate principal amount outstanding of at least $25,000,000, whether such Indebtedness now exists or is created or incurred in the future, which default (a) constitutes a failure to pay any portion of the principal of such Indebtedness when due and payable after the expiration of any applicable grace period or (b) results in such Indebtedness becoming due or being declared due and payable prior to the date on which it otherwise would have become due and payable without, in the case of clause (a), such Indebtedness having been discharged or, in the case of clause (b), without such Indebtedness having been discharged or such acceleration having been rescinded or annulled.

ARTICLE 5

REDEMPTION OF THE NOTES

5.01 **Optional Redemption**.

(a) Prior to the Par Call Date, the Notes shall be redeemable, in whole or in part, at the option of the Company, at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date) from the Redemption Date to the Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points; plus, in each case of clauses (i) and (ii), accrued and unpaid interest on the principal amount of any Notes to be redeemed to, but excluding, the Redemption Date.

(b) On or after the Par Call Date, the Company may redeem the Notes, at the Company's option, at any time or from time to time, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest on the principal amount of any Notes to be redeemed to, but excluding, the Redemption Date.

(c) The Company will provide notice of redemption of the Notes to the Holders pursuant to the optional redemption provisions of Section 5.01(a) of this Supplemental Indenture, at least 10 days prior to the Redemption Date and not more than 60 days prior to the applicable Redemption Date delivered by first-class mail or electronic mail to each Holder's registered address or in accordance with the applicable procedures of DTC. Notwithstanding the foregoing, redemption notices may be delivered more than 60 days prior to a Redemption Date if such notice is issued in connection with the discharge of the Company's obligations under the Notes pursuant to the Company's exercise of the defeasance or satisfaction and discharge provisions under the Indenture.

(d) If a Redemption Date occurs during the period beginning on an interest record date and ending on the related Interest Payment Date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Company.

(e) If less than all of the Notes are to be redeemed, the Trustee will select Notes for redemption on a by-lot basis to the extent practicable or, if a by-lot basis is not practicable for any reason, pro rata or in such other manner as the Trustee deems fair and appropriate, and in any case in accordance with the applicable procedures of DTC unless otherwise required by law or an applicable stock exchange (subject to such rounding as may be necessary so that Notes are redeemed in whole increments of $1,000). If any Note in certificated form is to be redeemed in part only, a new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon surrender and cancellation of the original.

5.02 **Amendment, Supplement and Waiver of the Terms of the Indenture**. In addition to the provisions set forth in Section 9.2 of the Base Indenture that provide those actions that without the consent of each Holder affected, an amendment or waiver under Section 9.2 may not take effect, added to such list is that the redemption provisions of the Notes cannot be amended or waived under Section 9.2 with respect to any Notes held by a non-consenting Holder.

ARTICLE 6

MISCELLANEOUS

6.01 **Legal Defeasance and Covenant Defeasance**. Pursuant to Article VIII of the Base Indenture provision is hereby made for both (i) "legal defeasance" (as defined in Section 8.3 of the Base Indenture) and (ii) "covenant defeasance" (as defined in Section 8.4 of the Base Indenture) of the Notes, in each case, upon the terms and conditions contained in Article VIII of the Base Indenture. If the Company effects covenant defeasance pursuant to Article VIII of the Base Indenture, then the Company shall be released from its obligations under Article 3 and this Section 6.01 of this Supplemental Indenture with respect to the Notes as provided for in Article VIII of the Base Indenture.

6.02 **Ratification of Base Indenture**. The Base Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

6.03 **Trust Indenture Act Controls**. If any provision hereof limits, qualifies or conflicts with the duties imposed by Section 310 through 317 of the Trust Indenture Act of 1939, as amended, the imposed duties shall control.

6.04 **Conflict with Indenture**. To the extent not expressly amended or modified by this Supplemental Indenture, the Base Indenture shall remain in full force and effect. If any provision of this Supplemental Indenture relating to the Notes is inconsistent with any provision of the Base Indenture, the provision of this Supplemental Indenture shall control.

6.05 **Governing Law**. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6.06 **Successors**. All agreements of the Company in the Base Indenture, this Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in the Base Indenture and this Supplemental Indenture shall bind its successors.

6.07 **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. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.* "pdf" or "tif") transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.* "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes.

6.08 **Trustee Disclaimer**. The Trustee makes no representation as to the validity, adequacy or sufficiency of this Supplemental Indenture or of the Notes. The recitals and statements herein and in the Notes are deemed to be those of the Company and not the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee shall not be accountable for the use or application by the Company of the Notes or of the proceeds thereof.

6.09 **Table of Contents, Headings, Etc**. The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

6.10 **Severability**. In case any provision in this Supplemental Indenture or in the Securities 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.

IN WITNESS WHEREOF, the parties hereto have caused the Supplemental Indenture to be duly executed as of the day and year first above written.

HALLMARK FINANCIAL SERVICES, INC.

By: /s/ Naveen Anand
Name: Naveen Anand
Title: President & CEO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

EXHIBIT A

[UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE REGISTERED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

HALLMARK FINANCIAL SERVICES, INC.

6.25% Senior Unsecured Note Due 2029

No. CUSIP No.: 40624Q AB0

$

HALLMARK FINANCIAL SERVICES, INC., a Nevada corporation (the "**Company**", which term includes any successor corporation), for value received promises to pay to CEDE & CO., or registered assigns, the principal sum of $ (the "**Principal**") on August 15, 2029.

Interest Payment Dates: February 15 and August 15 (each, an "**Interest Payment Date**"), commencing on February 15, 2020.

Interest Record Dates: January 31 and July 31 (each, an "**Interest Record Date**").

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

HALLMARK FINANCIAL SERVICES, INC.

By: _____

Name: _____

Title: _____

Signature Page to Global Note

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein and referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

Authorized Signatory

Authentication Page to Global Note

HALLMARK FINANCIAL SERVICES, INC.

6.25% Senior Unsecured Note Due 2029

1. **Interest**. HALLMARK FINANCIAL SERVICES, INC., a Nevada corporation (the "**Company**"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from August 19, 2019. The Company will pay interest semi-annually in arrears on each Interest Payment Date, commencing February 15, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months. If any Interest Payment Date is not a Business Day, then the related payment of interest for such Interest Payment Date shall be paid on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date and no further interest shall accrue as a result of such delay.

The Company shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful.

2. **Method of Payment**. The Company shall pay interest on the Notes (except defaulted interest) to the persons who are the registered Holders at the close of business on the Interest Record Date immediately preceding the Interest Payment Date notwithstanding any transfer or exchange of such Note subsequent to such Interest Record Date and prior to such Interest Payment Date. Holders must surrender Notes to the Trustee to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts ("**U.S. Legal Tender**"). Payment of principal of (and premium, if any) and any such interest on this Note will be made at the Corporate Trust Office of the Trustee or at any other office or agency designated by the Company for such purpose; provided, that at the Company's option, payment of interest on other than global notes may be made by wire transfer or by check mailed to the Holder's registered address. However, the payments of interest, and any portion of the principal (other than interest payable at maturity or on any redemption or repayment date or the final payment of principal) shall be made by the Paying Agent, upon receipt from the Company of immediately available funds by 12:30 p.m., New York City time (or such other time as may be agreed to between the Company and the Paying Agent or the Company).

3. **Paying Agent**. Initially, The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**") will act as Paying Agent. The Company may change any Paying Agent without notice to the Holders.

4. **Indenture**. The Company and the Trustee entered into an Indenture, dated as of August 19, 2019 (the "**Base Indenture**") and a First Supplemental Indenture, dated as of August 19, 2019, setting forth certain terms of the Notes pursuant to Section 2.1 of the Base Indenture (the "**Supplemental Indenture**" and, together with the Supplemental Indenture, the "**Indenture**"). Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Notes include those stated in the Base Indenture and those made part of the Base Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. Sections 77aaa-77bbbb) (the "**TIA**"), as in effect on the date of the Base Indenture. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Base Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

5. **Optional Redemption**. The Notes are subject to optional redemption, as further described in the Indenture. On and after the Redemption Date, interest shall cease to accrue on the Notes or the portions thereof called for redemption.

6. **Denominations; Transfer; Exchange**. The Notes are in registered form, without coupons, in denominations of $1,000 and any integral multiple thereof. A Holder shall register the transfer of or exchange Notes in accordance with the Indenture. The Company may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture. The Company need not issue, register the transfer of or exchange any Notes or portions thereof for a period of 15 days before such series is selected for redemption, nor need the Company register the transfer or exchange of any Note selected for redemption in whole or in part.

7. **Persons Deemed Owners**. The registered Holder of a Note shall be treated as the owner of it for all purposes.

8. **Unclaimed Funds**. If funds for the payment of principal or interest remain unclaimed for two years, the Trustee and the Paying Agent will repay the funds to the Company at its written request. After that, all liability of the Trustee and such Paying Agent with respect to such funds shall cease.

9. **Legal Defeasance and Covenant Defeasance**. The Company may be discharged from its obligations under the Notes and under the Indenture with respect to the Notes except for certain provisions thereof, and may be discharged from obligations to comply with certain covenants contained in the Notes and in the Indenture with respect to the Notes, in each case upon satisfaction of certain conditions specified in the Indenture.

10. **Amendment; Supplement; Waiver**. Subject to certain exceptions, the Notes and the provisions of the Indenture relating to the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes of all series then outstanding affected by such amendment or supplement (voting as one class), and any existing Default or Event of Default or compliance with certain provisions of the Indenture with respect to a series may be waived with the consent of the Holders of a majority in aggregate principal amount of all the Notes of such series then outstanding. Without notice to or consent of any Holder, the parties thereto may amend or supplement the Indenture and the Notes to, among other things, cure any ambiguity, defect or inconsistency, provide for uncertificated Notes in addition to or in place of certificated Notes, or make any other change that does not adversely affect the rights of any Holder of a Note in any material respect.

11. **Defaults and Remedies**. If an Event of Default occurs and is continuing, the principal amount of the Notes, together with accrued interest to the date of declaration, may be declared to be due and payable immediately in the manner and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received security or indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of a majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of certain continuing Defaults or Events of Default if it determines that withholding notice is in their interest.

12. **No Sinking Fund**. There is no sinking fund provided for the Notes.

13. **Trustee Dealings with Company**. Subject to certain limitations imposed by the TIA and the Indenture, the Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company with the same rights it would have if it were not the Trustee.

14. **No Recourse Against Others**. No stockholder, director, officer, employee, member or incorporator, as such, of the Company, or any successor Person thereof shall have any liability for any obligation under the Notes or the Indenture or for any claim based on, in respect of or by reason of, such obligations or their creation. Each Holder of a Note by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

15. **Authentication**. This Note shall not be valid until the Trustee manually signs the certificate of authentication on this Note.

16. **Abbreviations and Defined Terms**. Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. **CUSIP Numbers**. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

18. **Governing Law**. The laws of the State of New York shall govern the Indenture and this Note thereunder.

ASSIGNMENT FORM

I or we assign and transfer this Note to _____

(Print or type name, address and zip code of assignee or transferee)

(Insert Social Security or other identifying number of assignee or transferee)

and irrevocably appoint _____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: Signed:

(Signed exactly as name appears on the other side of this Note)

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Section 4: EX-5.1 (EXHIBIT 5.1)

Exhibit 5.1

MCGUIRE, CRADDOCK & STROTHER, P.C.
ATTORNEYS AND COUNSELORS
2501 N. HARWOOD
SUITE 1800
DALLAS, TEXAS 75201
TELEPHONE (214) 954-6800
TELECOPIER (214) 954-6868

August 19, 2019

Hallmark Financial Services, Inc.
5420 Lyndon B. Johnson Freeway
Suite 1100
Dallas, Texas 75240

Re: Hallmark Financial Services, Inc. 6.25% Senior Unsecured Notes due 2029 in the aggregate principal amount of $50,000,000

Gentlemen:

We have acted as counsel to Hallmark Financial Services, Inc., a Nevada corporation (the "Company"), in connection with (a) its Registration Statement on Form S-3 (File No. 333-231502) filed with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and declared effective on June 3, 2019 (the "Registration Statement") relating to the offering and sale, from time to time as set forth in the Registration Statement and one or more supplements to the prospectus contained therein, of up to $150,000,000 of the Company's (i) common stock, par value $0.18 per share, (ii) debt securities, (iii) warrants, (iv) stock purchase contracts, and/or (v) stock purchase units; and (b) the authorization and issuance by the Company of $50,000,000 aggregate principal amount of the Company's 6.25% Senior Unsecured Notes due 2029 (the "Notes") under an Indenture and a First Supplemental Indenture, each dated as of August 19, 2019 (collectively, the "Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). This letter is being delivered to you pursuant to the requirements of Item 601(b)(5) of Regulation S-K.

In connection with this opinion, we have relied as to matters of fact, without investigation, upon certificates of public officials. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, documents and records as we have deemed relevant and necessary to examine for the purpose of this opinion, including (i) the Registration Statement, (ii) the prospectus supplement dated August 12, 2019, in the form filed with the SEC under Rule 424(b)(2), relating to the offer and sale of the Notes, (iii) the Underwriting Agreement (herein so called) dated August 12, 2019, between the Company and Raymond James & Associates, Inc. providing for the issuance and sale of the Notes, (iv) the Indenture, including the form of the Notes included therein, (v) the Company's Articles of Incorporation, as amended and currently in effect, (vi) the Company's Amended and Restated Bylaws, as currently in effect, and (vii) relevant records of proceedings and actions of the Company's Board of Directors.

In connection with this opinion, we have assumed at all applicable times the legal capacity of all natural persons, the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the due authority of the parties signing such documents, the authenticity of the documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduced copies. In making our examination of documents executed or to be executed by parties, we have assumed that such parties were in existence and had the power, corporate or otherwise, to enter into and perform all obligations thereunder. We have further assumed due authorization of such documents by all requisite action, corporate or otherwise, and execution and delivery by such parties of such documents, and the validity and binding effect thereof.

Our opinions set forth below are subject to (i) the effects of bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting the rights and remedies of creditors generally (including, without limitation, the effect of statutory and other laws regarding fraudulent conveyances, fraudulent transfers and preferential transfers), (ii) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability, and materiality (regardless of whether the enforceability of the Notes is considered in a proceeding at law or in equity), (iii) the possible unenforceability of indemnity and contribution provisions, (iv) the effect and possible unenforceability of choice of law provisions, (v) the possible unenforceability of provisions purporting to waive rights or defenses where such waiver is against public policy, (vi) the possible unenforceability of provisions purporting to exonerate any party for negligence or malfeasance, or to negate any remedy of any party for fraud, (vii) the possible unenforceability of forum selection clauses, (viii) the possible unenforceability of provisions permitting modification of an agreement only in writing, and (ix) the effect of laws requiring mitigation of damages.

On the basis of the foregoing and the other matters set forth herein, we hereby are of the opinion that:

1. The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

2. The Notes have been duly authorized by the Company and (assuming due authentication thereof by the Trustee in accordance with the provisions of the Indenture), when executed and delivered pursuant to the Underwriting Agreement for the consideration provided therein, will have been duly executed, issued and delivered by the Company and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms

Our opinions expressed above are limited to the Private Corporations Law of the State of Nevada and the laws of the State of Texas, and we do not express any opinion herein concerning any other law. This opinion is given as of the date hereof and we assume no obligation to advise you of changes that may hereafter be brought to our attention.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference made to our firm under the caption “Legal Matters” in the prospectus constituting part of the Registration Statement. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required by the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

MCGUIRE, CRADDOCK & STROTHER, P.C.

/s/ McGuire, Craddock & Strother, P.C.

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