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not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) there are no contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or

Adverse Effect; and except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no tax deficiency that has been asserted against the Company or any of its subsidiaries or any of their respective pt y

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact

in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as an

Annex D

a. **Issuer Free Writing Prospectuses included in the Pricing Disclosure Package**

- ~~Final~~ Term Sheet dated March 10, 2010

b. **Other Issuer Free Writing Prospectuses** **n** **X**

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ARTICLE

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holding company if the direct or indirect Holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the Holders of the Company's Voting Stock immediately prior to that transaction.

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Section 5.02. *Applicability of Sections of the Base Indenture.* The provisions of Article III of the Base Indenture in respect of the Notes shall apply to any optional redemption of the Notes except when such provisions conflict with the foregoing.

ARTICLE 6
DEFEASANCE

Section 6.01. *Defeasance.* If the Company shall elect to defeasance at any time

SPECIMEN
[FACE OF NOTE]

THIS CERTIFICATE IS

The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in behalf of the said bond, be paid or secured in accordance with the terms of the said bond.

JONES DAY

NORTH POINT • 901 LAKESIDE AVENUE • CLEVELAND

