

~~CONFIDENTIAL~~

The Company and the Subsidiary Mortgagor Companies jointly and severally covenant and agree:

SECTION 1. That they will duly and punctually pay the principal and interest of every Bond at the dates and the places and in the manner mentioned in the Bonds or in the coupons thereto appertaining, respectively, according to the true intent and meaning thereof, without deduction so far as the Bonds of Series B are concerned, for any taxes, assessments or governmental charges (other than inheritance and succession Taxes) which the Company or its agents or the Trustee may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, except such portion of any United States Federal income tax with respect to income derived from such interest as shall be in excess of two per cent. per annum of such interest.

SECTION 2 That upon written application the Company will also reimburse to any bearer or registered holder of any Bonds of Series B, any personal property taxes imposed by the States of Pennsylvania and or Connecticut, paid in either of said States by such bearer or registered holder to the extent of 4 mills per annum in each of said States on each dollar of the taxable value thereof, and any income tax of the State of Massachusetts to the extent of 6% per annum on income derived from the interest paid thereon, which may be paid by such bearer or registered holder who is a resident of such respective State and who is subject to the payment of any such tax by reason of the ownership thereof or the deriving of income therefrom; provided that such application shall be made to the Company within 60 days after payment of any such tax, and that such application shall be accompanied by an affidavit setting forth the ownership by the applicant of such Bonds, together with the number or numbers thereof, the residence of the applicant at the time said tax was paid by him and that such tax was paid by him because of the ownership by him of such Bonds, or the deriving of income therefrom; provided further that the Company shall in no event be liable to reimburse such bearer or registered holder for any interest accrued or penalty imposed and paid in addition to the amount of such tax as originally assessed.

SECTION 3 That at all times until the payment of the principal and interest of the Bonds of Series B the Company will maintain an office or agency in the City of Chicago in the State of Illinois where the coupons may be presented for payment of interest and where notices or demands in respect of such Bonds and coupons or of the Original Indenture or of this Supplemental Indenture may be served. From time to time the Company will give notice to the Trustee of the location of such office or agency which it has covenanted to maintain or any change of location thereof. In case the Company shall *fail to* maintain such office or agency or shall fail to give notice of the location thereof or any change of location thereof as herein covenanted, presentation and demand may be made and notices may be served at the office or agency of the Trustee in the Borough of Manhattan in the City and State of New York, but the Trustee shall be under no liability to the Company or to any other corporation, firm or person in respect to any such presentation, demand or notice.

SECTION 4 . That such of the provisions, restriction and limitations contained in Sections 8, 9, 10 and 18 of Article III of the Original Indenture as are expressly stated to be effective so long as any of the Bonds of Series "A" are outstanding, shall be effective so long as any Bonds of Series B are outstanding.

SECTION 5 That if they shall fail to comply with the provisions of Section 14 of Article I of the Original Indenture, the Trustee if requested in writing by the holders of at least Ten per cent. (10%) in principal amount of the Bonds then outstanding of Series