

D are outstanding.

SECTION 2. Upon the retirement of all the Bonds of Series D any of the moneys received by the Trustee as in Section 1 of Article X of the Original Indenture described shall be paid to or upon the order of the Company, as requested in a resolution of the Board of Directors of the Company certified as such by the Secretary or an Assistant Secretary of the Company, unless otherwise provided in an indenture or indentures supplemental to the Original Indenture.

SECTION 3. So long as any of the Bonds of Series D shall be outstanding wherever in the Original Indenture or this Supplemental Indenture or any other supplemental indenture Article X of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article and to Article X of the Series B and C supplemental indentures and wherever Section 1 of Article X of the Original Indenture is referred to such reference shall be deemed to include a reference to Section 1 of this Article and of Article X of the Series B and C supplemental indentures.

ARTICLE X

REMEDIES UPON DEFAULT.

SECTION 1. The provisions contained in Section 1 of Article XI of the Original Indenture which are expressly stated to be effective so long as any Bonds of Series "A" are outstanding, shall also be effective so long as any Bonds of Series D are outstanding.

SECTION 2. So long as any Bonds of Series D shall be outstanding wherever in the Original Indenture or this Supplemental Indenture or any other supplemental indenture Article XI of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article: wherever Section 1 of Article XI of the Original Indenture is referred to such reference shall be deemed to include a reference to Section 1 of this Article: and wherever any events of default specified in Section 1 of Article XI of the Original Indenture are referred to such reference shall be deemed to include a reference to Section 1 of this Article.

SECTION 3. It shall be deemed an Event of Default if, in case, so long as any Bonds of Series D are outstanding, one or more of the following events shall happen, that is to say:

(a) Default shall be made in the observance of any of the covenants, agreements or conditions on the part of the Company, or the Subsidiary Mortgagor Companies, in the Bonds or in the Original Indenture, or in the Series B or C Supplemental indentures or in this Supplemental Indenture expressed, except as in Articles VII of the Original Indenture and such Series B and C supplemental indentures and Article VI of this Supplemental Indenture specifically excepted and the Company shall not remedy such default within ninety (90) days after written notice of such default shall have been served upon the Company by the Trustee, which shall serve such notice at the request of the holders of 5% in amount of the Bonds of Series D then outstanding; or

(b) a receiver, other than by reason of insolvency or bankruptcy, shall be appointed of the property of the Company or any Subsidiary Company, and shall not be dismissed within sixty (60) days after appointment, and the declaration in writing delivered to the Trustee by thirty-five per cent (35%) in principal amount of the Bonds of Series D then outstanding that the appointment of said receiver constitutes a default.

SECTION 4. The provisions contained in Section 17 of Article XI of the Original Indenture which are expressly stated to be effective so long as any Bonds of Series "A" are outstanding shall also be effective so long as any Bonds of Series D are outstanding.

ARTICLE XI

THE TRUSTEE.