

SECTION 1. Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than five per cent. in amount of the Bonds of Series "A" or five per cent. in amount of the Bonds of Series B or five per cent. in amount of the Bonds of Series C or five per cent. in amount of the Bonds of Series D outstanding the Trustee may assume that for the purposes of the Original Indenture and the Series B and C supplemental indentures and this Supplemental Indenture no default has been made by the Company in the payment of any of the Bonds or of the interest thereon or in the observance or performance of any of the covenants contained in the Bonds or in the Original Indenture or the Series B or C supplemental indentures or this Supplemental Indenture and that none of the Events of Default has happened, and may so assume unless the said notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 2. The Trustee shall incur no liability whatsoever by reason of its not requiring the Original Indenture or this Supplemental Indenture or any supplemental indenture to be recorded, filed, re-recorded or re-filed, unless thereunto requested by the holders of over 10% in amount of the Bonds of Series "A" or of over 10% in amount of the Bonds of Series B or of over 10% in amount of the Bonds of Series C or of over 10% in amount of the Bonds of Series D then outstanding.

ARTICLE XII

SECTION 1. Whenever in the Original Indenture or in this Supplemental Indenture the term "outstanding" is used as applied to Bonds authenticated under the Original Indenture, it shall be deemed to mean, so long as any Bonds of Series D are outstanding, all Bonds theretofore authenticated by the Trustee and not retired and shall include Bonds authenticated by the Trustee and held unissued in the Company's treasury.

SECTION 2. Whenever in the Original Indenture the words "Demand Notes", "Demand Bonds" or "Demand Mortgage Bonds" are used, they may include, so long as any Bonds of Series D are outstanding, bonds which by their terms are due and payable on or prior to May 1, 1937, and are also payable upon demand of the Trustee hereunder upon the non-payment of any of the Bonds of Series D or upon the demand of the Trustee hereunder in the event that the Bonds of Series D are declared due and payable prior to December 1, 1933.

SECTION 3. The term "Subsidiary Company" wherever used in this Supplemental Indenture shall have the same meaning as in the Original Indenture.

SECTION 4. The correction of the following typographical errors which occurred in the Original Indenture is hereby confirmed: (a) That portion of Clause (4) of Section 9 of Article III of the Original Indenture which refers to "Clause (3) of Section 8 of this Article" should read "Clause (4) of Section 8 of this Article"; (b) That portion of the second proviso following Clause (9) of Section 3 of Article IX of the Original Indenture which refers to "Clause (c) of Section 11 of Article V hereof" should read "Clause (b) of Section 11 of Article V hereof"; (c) That portion of the third proviso following clause (9) of Section 3 of Article IX of the Original Indenture which refers to "Subdivision (e) of this Section" should read "Subdivision (c) of this Section"; (d) that portion of Section 3 of Article VI of the Original Indenture which refers to "the Sinking Fund provided in Article VI," should read "the Sinking Fund provided in Article V"; (e) There should be added to Clause (a) of Section 2 of Article V of the Original Indenture the words "or Bonds or Interim Certificates purchased pursuant to Section 6 of this Article".

SECTION 5. This Supplemental Indenture has been executed and delivered pursuant to the provisions of Section 4 of Article 1 of the Original Indenture for the purpose of creating the series of Bonds described herein as the Bonds of Series D and for the purpose of creating