

be repaid to the Company upon its written request; and any moneys remaining unclaimed by the holders of bonds and coupons for six years after the date of such deposit with the Trustee shall be paid by the Trustee to the Company; provided, however, that the Trustee before being required to make such payments, may, at the expense of the Company, cause notice that said moneys have not been so called for and that after a date named therein they will be returned to the Company, to be published once in each week for four successive weeks in a daily newspaper of general circulation published in the City of Baltimore, State of Maryland.

#### ARTICLE XII.

##### MISCELLANEOUS GENERAL PROVISIONS.

SECTION 1. Any notice authorized by this First Mortgage to be given to the Company shall be sufficiently given for all purposes hereof if mailed and addressed to the Company at Baltimore, Maryland, or at its office or agency last known to the Trustee. Any notice, request or instrument in writing authorized or required by this First Mortgage to be given to the Trustee shall be sufficiently given if delivered to the Trustee at its principal office in the City of Baltimore, State of Maryland.

SECTION 2. Except when otherwise indicated the word "Trustee" shall be held and construed to mean the trustee or trustees for the time being, whether original, additional, or successor. The words "bond" and "holder" shall include the plural as well as the singular number and the word "holder" shall include the registered owner. The word "coupons" refers to the interest coupons appertaining to the bonds.

SECTION 3. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

SECTION 4. P. T. Coleman, the President of the Company, is hereby authorized to execute, deliver and acknowledge this First Mortgage on behalf of the Company and as its attorney in fact.

W. D. Bolm, the Vice-President of the Trustee, is hereby authorized to execute deliver and acknowledge this First Mortgage on behalf of the Trustee and as its attorney in fact.

SECTION 5. This First Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. This First Mortgage and all the bonds at any time authenticated and delivered hereunder shall be and shall be deemed to be executed and delivered in the City of Baltimore and State of Maryland, with reference to the laws of which State all of the obligations of the Company hereunder or under the bonds and coupons shall be deemed to be entered into and shall be construed.

IN WITNESS WHEREOF, The Indianoma Corporation has caused this First Mortgage to be executed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Commerce Trust Company, has caused this First Mortgage to be executed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, as of the day and year first above written.

(Corp Seal) Attest: J. Scriba, Secretary.

THE INDIANOMA CORPORATION,

By P. T. Coleman, President.

Signed, sealed and delivered by the Indianoma Corporation in the presence of

C. E. Schotta,  
W. L. Raiber.