

## MORTGAGE RECORD 75

Subsection C In every such case of exchange and of a transfer of a fully registered Bond, if any, the surrendered Bonds and coupons shall be canceled and upon written request shall be delivered to the Company. As a condition of any such exchange (but not for any exchange of temporary for permanent Bonds), or of any such registration or transfer the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge that may be imposed thereon and, in addition thereto, such charge therefor as it may deem proper, not exceeding one dollar (\$1.00) for each new Bond issued upon such exchange and/or upon such registration and transfer of a fully registered Bond, if any.

All Bonds executed certified and delivered in exchange for or upon transfer of Bonds so surrendered shall be valid obligations of the Company, evidencing the same debt as the Bonds surrendered, and shall be secured by the lien of this Indenture and entitled to all the benefits and protection hereof to the same extent as the Bonds in exchange for or upon transfer of which they were executed, certified and delivered.

The Trustee is hereby appointed the Bond Registrar and agent of the Company for the purpose of exchanging, registering and transferring any of the Bonds of Series A as herein provided.

Section 5. In case any Bond with the coupons, if any, belonging thereto shall become mutilated, or shall be believed by the Company and the Trustee to have been destroyed or lost, upon proof of ownership satisfactory to the Company, and the Trustee and upon the surrender of such mutilated Bond with coupons, if any, or upon the receipt of evidence, satisfactory to the Company and the Trustee, of such destruction or loss, and upon receipt also of indemnity satisfactory to the Company and the Trustee, and upon payment of all expenses incurred by the Company and by the Trustee for any investigation relating thereto and for each new Bond issued under this section, the Company shall execute, and thereupon the Trustee in its discretion may certify and deliver a new Bond or Bonds of the same series with coupons, if any, of like tenor and date, bearing the same issue number or numbers with such notations as the Company, with the approval of the Trustee, shall determine, in exchange and substitution for, and upon cancellation of, the mutilated Bond and its coupons, if any, or in lieu of and substitution for the Bond and its coupons, if any, so lost or destroyed.

Section 6. Until permanent Bonds of any series shall be prepared, the Company may execute, and upon request of the Company may execute, and upon request of the Company the Trustee shall certify and deliver, in lieu of permanent Bonds, and subject to the same provisions, limitations and conditions, one or more temporary typewritten, printed, lithographed or engraved Bonds not exceeding in the aggregate the maximum face amount of, and of the same maturity and date as, the permanent Bonds of the same series authorized hereunder; Provided, however, that every fully registered temporary Bond without coupons, if any, shall be dated as of the time of issue, except that, if any fully registered temporary Bond shall be issued on any interest payment day, it shall be dated as of the day following, and except that fully registered temporary Bonds issued upon transfers and exchanges shall be dated so that no gain or loss of interest shall result from such transfer or exchange; and each fully registered temporary Bond shall bear interest from the interest payment day next preceding its date. To the extent determined by the treasurer of the Company in respect thereof (unless otherwise determined by a Directors' Resolution), temporary Bonds of any series may be in denominations of five hundred dollars (\$500) or any multiple or multiples thereof, with or without coupons, payable to bearer (with or without provisions for registration as to principal only), or to a named payee (or registered assigns), exchangeable for a like aggregate principal amount of other temporary Bonds of the same series of any other denomination or denominations authorized by the treasurer (or Director's Resolution as aforesaid) hereunder, and shall be substantially of the tenor of the Bonds set forth in the recitals hereof, with appropriate omissions, insertions and variations as may be approved by the Trustee. Each such temporary Bond shall be certified by the Trustee substantially in like manner, under like conditions and with like effect as hereinbefore provided for the permanent Bonds.

Such temporary Bonds of any series shall be exchangeable for permanent engraved lithographed or printed Bonds of the same series, which will be prepared and executed by the Company at its own expense with reasonable promptness; and, upon the surrender of any temporary Bond for exchange, with all unmatured coupons, if any, thereto appertaining, the Trustee shall cancel the surrendered Bond and its coupons, if any, and upon written request deliver the same to the Company, and shall certify and deliver in exchange therefor, without expense to the holder, permanent Bonds of the same series, with all unmatured coupons, if any, attached thereto, for the same aggregate principal amount as the temporary Bonds surrendered. Until so exchanged temporary Bonds shall in all respects be deemed Bonds issued to the same lien, benefits, security and provisions of this Indenture, and the said attributes, as permanent Bonds certified and issued hereunder. In case of the issue of temporary Bonds payable to bearer without coupons, interest, when and as payable, shall be paid on presentation of such temporary Bonds for the purpose, and notation of such payment shall be endorsed thereon.

Temporary Bonds of any series issued subsequent to the initial issue of such series may contain an appropriate statement satisfactory to the Trustee specifying a date from which interest will be payable on such temporary Bonds.

Section 7. Bonds issued under this Indenture, pledged or sold, or otherwise issued by the Company, upon being released from pledge, or upon being repurchased, or otherwise acquired by the Company (except when acquired for any sinking fund hereunder or pursuant to any provisions requiring their cancellation or retirement contained in this Indenture, or in the Bonds, or any resolutions of the Board of Directors of the Company) in every such case may be sold, pledged or otherwise issued, re-issued or disposed of by the Company, so long as it is not in default in the payment of the principal or of interest on any of the Bonds or any sinking fund instalment, without re-execution and without re-certification by the Trustee, as often as the Company may repossess or re-acquire the same, and thereupon shall continue to be entitled, as upon their original issue, to the benefit of the provisions of this Indenture; but such benefit shall be suspended in respect of Bonds or any interest therein held by or for the benefit of the Company while so held, and Bonds while so held, and (subject to the provisions of section 3 of this Article) Bonds disposed of by the Company while in default in the payment of principal or interest or any sinking fund instalment hereunder, and so long as such default shall continue, shall not be deemed outstanding under this Indenture in connection with any computation of percentages of Bonds outstanding hereunder or in connection with any provisions for the enforcement of any rights or remedies hereunder, or in connection with any distribution of proceeds or payment of the purchase price upon any sale hereunder, except after the prior payment in full of all Bonds and coupons not so held or disposed of. Anything herein contained to the contrary notwithstanding, any and all Bonds at any time certified and delivered by the Trustee under any of the provisions of this Indenture may, at the option of the Trustee, in respect of action by the Trustee hereunder, be conclusively deemed to be outstanding hereunder and to be entitled to all the rights, benefits and provisions of this Indenture, unless and until the Trustee shall have received evidence to the contrary satisfactory to it, in respect of particular Bonds affected by and specified in such evidence.

Section 8. No coupon which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the Bond to which it relates (unless accompanied by such Bond) and no coupon the time for the payment of which shall have been extended, directly or indirectly, by purchasing, funding or in any manner, whether or not by or with the consent or approval of the Company, shall be entitled in case of a default or event of default hereunder to any right, benefit, lien or security of or from this Indenture except after the prior payment in full of the principal of the Bonds and of all coupons not so transferred, pledged or extended.

Section 9. Each bearer or registered owner claiming reimbursement for taxes under the provisions of the Series A Bonds and of section 2 of Article IV hereof, shall make written demand therefor on the Trustee, such demand being accompanied by a statement signed by such bearer or registered