

BANK BUILDING STATIONERY CO. CHICAGO, ILL. NO. 1014

owner, setting forth: (1) the name and address of such bearer or registered owner; (2) the issue number and face amount of each Bond of Series A in respect of which a claim for reimbursement is made; (3) that the tax for which reimbursement is claimed or an installment thereof in any case where provision has been made by law for payment in installments, has been paid by such bearer or registered owner; (4) a specification (by description, governmental jurisdiction, amount, date of payment so far as paid and taxable period covered) of each such tax; (5) in the case of an income tax or taxes imposed by the United States of America or by the Commonwealth of Massachusetts (e) a specification of the amount/in respect of which the tax was or is to be paid and (b) if the bearer or registered owner demanding reimbursement was not such bearer or registered owner during the entire period involved, and at the time of such demand, a specification of the date when each Bond of Series A in respect of which reimbursement of tax is claimed hereunder was acquired, and/or disposed of, by him; (5) in the case of a tax or taxes imposed by the State of Pennsylvania, the State of Connecticut, the State of Kansas or the State of Maryland or any county, municipality or other taxing authority therein, a specification of the amount of the taxable value in respect of which such tax was imposed; and (7) that such bearer or registered owner has not previously applied for or received reimbursement on account of such tax.

As respects the right of the person demanding reimbursement, as hereinbefore provided, to receive such reimbursement, the Trustee may in its discretion waive any one or more of the requirements set forth in the preceding paragraph, or may accept and act upon the proof described in the preceding paragraph, or upon such other or additional proof, if any, as it may require or as to it shall seem satisfactory, and may in its discretion grant extensions of time for curing formal defects in the papers submitted under the requirements of the preceding paragraph; and the Certificate of the Trustee that a demand and statement as herein provided for, or as modified by the elimination of any requirements which may have been waived by the Trustee, has been deposited with it, and that no other or additional proof has been required by it, or that such other or additional proof as has been required by it has been furnished, shall establish the liability of the Company to make reimbursement. The Company will from time to time pay to the Trustee upon demand sufficient funds to enable the Trustee to make reimbursements in respect of Series A Bonds as provided for in this section and in section 2 of Article IV hereof, and the Trustee, to the extent of and from such payments received by the Trustee from the Company, shall make reimbursement as hereinbefore provided to the bearers and registered owners of Series A Bonds on account of whose demands for reimbursement payment shall have been so received by the Trustee.

In connection with demands for reimbursement under this section, the phrase "bearer or registered owner" shall be construed as applying to any person, firm, association or corporation receiving interest upon or holding a Bond of Series A in respect of which receipt or holding reimbursement of tax is sought hereunder, irrespective of whether such person, firm, association or corporation may be such bearer or registered owner at the time of making demand for reimbursement. The word "interest" shall be construed as including sums paid by a purchaser to a seller in connection with the sale of a Bond of Series A on account of interest accrued thereon; and for the purpose of establishing the right to reimbursement under this section any tax payable (under applicable provisions of law) in installments may be paid when the first installment is paid.

ARTICLE III

Issue of The Bonds

Section 1. Forthwith upon, or from time to time after, the execution and delivery of this Indenture the Company may execute and deliver to the Trustee, and thereupon, and without further action on the part of the Company, the Trustee shall certify and deliver, to or on a written order or written orders of, the president or treasurer of the Company, not exceeding Four hundred forty thousand dollars (\$400,000) aggregate principal amount of the Bonds of Series A, in temporary or permanent form, being all of the initial issue of Series A Bonds authorized or to be issued hereunder. All or any part of the Bonds of Series A may be so executed and delivered by the Company and certified and delivered by the Trustee prior to the recording or filing of this Indenture, but in such case the Company covenants that it will immediately proceed to record or file, or re-record or refile, this Indenture whatever required for the proper protection of the Bondholders and of the Trustee.

Bonds authorized hereby, in addition to Bonds the issue of which is hereinbefore in this section provided for, may, to an aggregate principal amount not exceeding Three hundred thousand dollars (\$300,000), from time to time be executed by the Company and delivered by it to the Trustee and shall be certified and delivered by the Trustee to, or on the written order or written orders of, the president or treasurer of the Company, but only subject to the provisions of sections 5 and 6 of this Article and only under this paragraph of this section, upon the conditions and when there shall have been filed with the Trustee the proofs and authorizations conforming to the provisions hereof and evidencing compliance therewith specified in subdivisions A (but only in so far as it relates to net earnings), B, E, F, G, (except in so far as the provisions of G relate to Additional Property), and if the Bonds applied for are of a new series, H of section 3 of this Article.

Section 2. Bonds authorized hereby, in addition to Bonds the issue of which is provided for in section 1 of this Article, may from time to time be executed by the Company and delivered by it to the Trustee, and shall be certified and delivered by the Trustee to or on the written order or written orders of the President or treasurer of the Company, but only subject to the provisions of sections 5 and 6 of this Article and only (under this section 2) for the purpose of refunding, by payment, purchase, retirement, exchange, redemption or otherwise, at, before or after maturity, at least a like principal amount of:

- (a) Bonds of any series then outstanding hereunder; and/or
- (b) outstanding Underlying Obligations; and/or
- (c) Underlying Obligations pledged with the Trustee hereunder and not theretofore used as a basis, or included in any pending application, for the certification and delivery of Bonds hereunder;

Provided, however, that no Underlying Obligations shall be refunded in respect of the acquisition or discharge of which the Trustee or a depository approved by the Trustee shall then hold cash as provided in subsection L of section 1 of Article VII hereof; and Provided further that Underlying Obligations may be refunded even though at the time of refunding such Underlying Obligations have been paid, canceled or discharged if the requirements of this section are otherwise complied with; and Provided further, that Bonds and/or underlying Obligations may be so refunded only in each case upon delivery to the Trustee of such Bonds and/or Underlying Obligations (except such Underlying Obligations as shall have been canceled and discharged, satisfactory evidence thereof having been furnished the Trustee) to be refunded with all unmatured coupons, if any, thereunto belonging and, in the case of Bonds and/or Underlying Obligations registered otherwise than to bearer, with duly executed endorsements or instruments of transfer and only under the conditions, and when there shall have been filed with the Trustee the proofs and authorizations conforming to the provisions hereof and evidencing compliance therewith, specified in subdivisions B, C, D (in so far as the provisions of said subdivisions C and D relate to the Underlying Obligations and/or underlying Indentures), E, G (except in so far as the provisions of said subdivision G relate to Additional Property) and (in so far as the Bonds to be issued are of a new series) H of section 3 of this Article.

All Bonds refunded pursuant to the provisions of this section 2 shall forthwith be canceled and no Bonds shall be issued in place thereof except pursuant to the provisions of this section. Whenever all Underlying Obligations secured by a particular Underlying Indenture, (except lost or destroyed Underlying Obligations, if any, for which satisfactory indemnity may have been given, and