

## MORTGAGE RECORD 75

whether in temporary or definitive form, the Company (unless and except in so far as such matters shall be specially provided for herein or in a resolution or resolutions duly adopted by said Board of Directors, and which shall have been previously delivered to the Corporate Trustee) shall deliver to the Corporate Trustee in addition to the documents, if any, required by any other provisions of this Indenture, a copy of the resolutions, certified by the Secretary or an Assistant Secretary of the Company under its corporate seal to have been duly adopted by said Board of Directors, fixing, with respect to the Bonds of such series, the tenor and distinctive designation thereof, the denominations, method of numbering interchangeability, whether registrable as to principal, dates of issue and maturity, interest rate and payment dates, place or places of payment, transfer, exchange and registration and whether with or without deduction for taxes, and whether with or without reimbursement of taxes, the price or prices and the terms and conditions upon which the Bonds of such series may be redeemed, and the sinking fund requirements, conversion privileges and other provisions, if any.

(b) The Company may, however, anything elsewhere herein contained to the contrary notwithstanding at any time or from time to time subsequent to the creation of any series of the Bonds, by resolution of its Board of Directors (a certified copy of which shall be furnished to the Corporate Trustee), provided for the issuance of additional denominations of the Bonds of such series even though not originally provided for, and/or for further exchangeability of the different denominations of Bonds of such series then or theretofore authorized; provided, however, that in no case shall the holders of subsequently issued Bonds of such series be given any greater privileges than the holders of the previously issued Bonds of such series.

(c) The foregoing matters in respect of any series of the Bonds hereafter created may, at the option of the Company, and if so requested by the Corporate Trustee shall, be set forth in a supplemental indenture to be executed and delivered by the Company to the Trustee, and in that event the resolutions of said Board of Directors required by this Section may set forth said matters by reference to such supplemental indenture, and shall authorize the execution and delivery thereof on the part of the Company.

Sec. 2.10. From time to time Bonds of any authorized series may be signed and sealed on behalf of the Company and delivered to the Corporate Trustee for authentication by it, and thereupon as provided in Article 4 hereof and not otherwise the Corporate Trustee shall authenticate and deliver the same.

Sec. 2.11. (a) The Bonds shall be signed on behalf of the Company, by its President or a Vice President, and its corporate seal shall be thereunto affixed and attested by its Secretary or Assistant Secretary. In case the officers who shall have signed and sealed any such Bonds shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Corporate Trustee, such Bonds may nevertheless be adopted and used by the Company and upon the written request of the Company be issued, authenticated and delivered subject to the provisions hereof, as though the persons who signed and sealed such Bonds had not ceased to be such officers of the Company; and also any such Bonds may be signed and sealed in behalf of the Company by such persons as at the actual date of the execution of such Bonds shall be the proper officers of the Company, although at the date of such Bonds any such person shall not have been an officer of the Company. The coupons to be attached to the Bonds shall be authenticated by the facsimile signature of the present Treasurer or of any future Treasurer, of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that such person shall have ceased to be such Treasurer at the time when such Bonds shall be actually authenticated and delivered. Stock Purchase Warrants or other warrants which shall be attached to any of the Bonds, pursuant to authorization contained in this Indenture or of the Board of Directors of the Company, shall be authenticated by the facsimile signature of the present President or of any present Vice President or of any future President or Vice President of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such President or Vice President notwithstanding the fact that such person shall have ceased to be such President or Vice President at the time when such Bonds shall be actually authenticated and delivered.

(b) Only such Bonds issued hereunder as shall bear thereon endorsed a certificate substantially in the form hereinbefore recited, executed by the Corporate Trustee, shall be secured by this Indenture or entitled to any lien, right or benefit hereunder; and such certificate of the Corporate Trustee upon any such Bond executed by the Company shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the holder or registered owner thereof is entitled to the benefit of the trusts hereby created.

(c) Before any Bond shall be authenticated and delivered all coupons thereon then matured shall be cut off, canceled and delivered to the Company.

Sec. 2.12. (a) The Company covenants that it will maintain at the office of the Corporate Trustee, in the City of Chicago, State of Illinois, books for the registration and transfer of the Bonds issued hereunder, which at all reasonable times shall be open for inspection by the Corporate Trustee or by any holder or registered owner of the Bonds; and the Company will at said office, subject to such reasonable regulations as it may prescribe, register on presentation thereof for such purpose, as to the principal sum thereof, any Bonds which by their terms are registrable as to principal. After such registration no transfer shall be valid unless made on the register at such office by the registered owner as hereinafter provided. The Company hereby appoints the Corporate Trustee its agent for the registration, transfer and exchange of Bonds.

(b) Upon presentation to the Corporate Trustee of any registered coupon Bond, accompanied by delivery of a written instrument of transfer in a form approved by the Corporate Trustee, duly executed by the registered owner, such Bond may be transferred upon such register by the registered owner, in person or by attorney, and such transfer shall be noted by the Corporate Trustee upon the Bond. The registered owner of any such registered Bond shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such Bond when due shall be payable to the person presenting the Bond; but any such Bond registered as payable to bearer may be registered again in the name of the owner with the same effect as the first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired, and each registration of a Bond shall be noted by the Corporate Trustee on the Bond. Registration of any Bond shall, however, not affect the transferability by delivery merely of any interest coupon thereof appertaining, and payment to the bearer of any such coupon shall discharge the Company in respect to the interest therein mentioned, whether or not the Bond shall have been registered.

(d) For any transfer of registered Bonds, or for any exchange of Bonds of one denomination for Bonds of another denomination, the Company at its option may require the payment of a sum to reimburse it for any stamp tax or other governmental charge, and in addition thereto upon any such exchange may require payment of the further sum of \$1 for each new Bond issued upon such exchange, and in any case of registration, or transfer of registered Bonds, may require payment of a reasonable fee therefor. In every case of any such exchange the Corporate Trustee shall cancel the surrendered Bond or Bonds and coupons and shall deliver the same to the Company, or the Corporate Trustee at its option may create such surrendered Bond or Bonds and coupons and deliver to the Company a certificate of such creation.

Sec. 2.13. As to all Bonds registered as to principal, the person in whose name the same shall be registered on the register of the Company shall, for all purposes of this Indenture, be deemed and regarded as the owner thereof, and thereafter payment of, or on account of, the principal of such Bond, shall be made only to or upon the order of such registered owner thereof; but such registration may be changed as hereinbefore provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid. The Company