

MORTGAGE RECORD 75

which, such tax was paid, together with the serial number thereof, the residence and post office address of such applicant at the time such tax was assessed against and paid by him as a resident of one of such states, and shall state that such tax was assessed because of the ownership of such bond, or because of the receipt of interest thereon. The Company may in its discretion require the applicant to deliver or exhibit to the Company a proper receipt showing payment of such tax by the applicant, and may require the applicant to furnish a statement of such further facts with respect to the legal liability of such applicant to pay such tax as the Company may reasonably specify. The Company shall in no event be liable to reimburse such bearer or registered owner for any interest accrued or penalty imposed in addition to the amount of any such tax as originally assessed.

(b) It is hereby expressly understood and agreed by each and every successive holder of any of the Bonds issued under this Indenture that the obligation of the Company to make the reimbursements and payments provided for in this Section is personal to such bondholder and the right to receive such payment shall not be assigned and shall not be assignable, and each and every successive bondholder hereby expressly agrees not to assign or attempt to assign the same, and the application for the said reimbursements shall be valid and honored only when presented by the holder of the Bonds involved.

(c) As used in this Section the expression "personal property taxes" includes all taxes, assessments and governmental charges, however denominated, except income taxes and estate, succession and inheritance taxes. In case any of the above mentioned income or personal property taxes shall hereafter be levied at a rate or rates exceeding those above mentioned, the Company will reimburse such bearer or registered owner for such part of the tax as is not in excess of the rates above mentioned. Sec. 3.04. The Bonds of Series A are subject to redemption prior to maturity at the option of the Company as a whole or in part on any interest payment date or dates from time to time at the office of the Corporate Trustee in the City of Chicago, Illinois, upon the notice and in the manner provided in Article 5, at 107½ per cent of their principal amount prior to January 1, 1933, at 105 per cent of their principal amount on and after January 1, 1933, and prior to January 1, 1938, at 102½ per cent of their principal amount on and after January 1, 1938, and prior to January 1, 1943, and at 100 per cent of their principal amount on and after January 1, 1943, plus in each case accrued interest to the redemption date.

Sec. 3.05. (a) The Company covenants and agrees that until all of the Bonds of Series A shall have been redeemed and paid or the moneys to redeem and pay them shall have been deposited with the Corporate Trustee as provided in Article 5 hereof, it will pay to the Sinking Fund Agent hereinafter named on or before the respective dates hereinafter in this paragraph specified, as and for a sinking fund for the purchase or redemption of Bonds of Series A, a sum in cash sufficient to redeem at the redemption price specified in Sec. 3.04 on the next succeeding interest payment date, together with interest to such date, the principal amounts of Bonds of Series A respectively stated opposite said dates to-wit:

Date	Principal Amount of Bonds
July 1, 1931	\$75,000
July 1, 1932	75,000
July 1, 1933	75,000
July 1, 1934	75,000
July 1, 1935	100,000
July 1, 1936	100,000
July 1, 1937	100,000
July 1, 1938	100,000
July 1, 1939	150,000
July 1, 1940	150,000
July 1, 1941	150,000
July 1, 1942	200,000
July 1, 1943	200,000

The Company shall have the right to exceed its sinking fund payment due on any specified date and to have the excess payments credited against its next maturing sinking fund payments. The Sinking Fund Agent shall accept from the Company any Bonds of Series A with all unexpired coupons thereto appertaining for cancellation and shall in respect thereof credit the Company's sinking fund payment to the extent of the cash otherwise payable to redeem such Bonds as aforesaid.

(b) All installments of money for the sinking fund received by the Sinking Fund Agent shall be applied by it from time to time as soon as reasonably practicable after the receipt thereof to the purchase of Bonds of Series A at private sale or on the open market with or without advertisement or notice, as the Sinking Fund Agent in its discretion shall determine, at the lowest price reasonably obtainable by the Sinking Fund Agent, considering the amount purchased, not exceeding principal and premium that would be payable on redemption at the next succeeding interest payment date and accrued interest to date of purchase. The Company may make such sales to the Sinking Fund Agent of Bonds of Series A held by the Company. Any difference between the price at which Bonds of Series A shall actually be purchased by the Sinking Fund Agent and the redemption price on the next succeeding interest payment date shall be credited on subsequent sinking fund payments. If within 143 days after the date on which any sinking fund payment is received by the Sinking Fund Agent, the Sinking Fund Agent shall not have been able to purchase Bonds of Series A (not exceeding principal and premium that would be payable on redemption at the next interest payment date and accrued interest to date of purchase) to an amount sufficient to exhaust the available money in said sinking fund, the money in said sinking fund not applied to the purchase of Bonds of Series A as aforesaid shall be applied by the Sinking Fund Agent to the redemption on the next succeeding interest payment date of Bonds of Series A at the applicable price specified in Sec. 3.04 and in the manner and on the notice provided in Article 5 hereof for the redemption of Bonds, except that if such moneys shall amount to less than \$10,000 it need not be so applied unless the Company shall so request the Sinking Fund Agent in writing. From and after the date of redemption so designated (unless default shall be made in the payment thereof) interest on the Bonds so designated for redemption shall cease to accrue and on presentation of the Bonds specified in the notice of redemption in accordance with said notice with all appurtenant coupons maturing after said redemption date, said Bonds shall be paid by the Sinking Fund Agent at the office of the Corporate Trustee in the City of Chicago, Illinois, at the redemption price aforesaid. Any such notice of redemption for the sinking fund may be given by the Sinking Fund Agent in the name of the Company or in its own name.

(c) Until the designation by lot of the Corporate Trustee of Bonds of Series A for redemption as aforesaid, all money in the sinking fund shall be held by the Sinking Fund Agent as security for all the Bonds of Series A outstanding; but from and after such designation, all such money to the extent required for the purpose shall be held for the payment of the Bonds of Series A so designated for redemption.

(d) All Bonds (with attached Stock Purchase Warrants, if any) so purchased or redeemed by the application of money in the sinking fund and the appurtenant coupons, and any Bonds and coupons delivered in lieu of cash payments to the sinking fund, shall be surrendered forthwith to the Corporate Trustee together with a certificate of the Sinking Fund Agent setting forth that they have been acquired for the sinking fund, and shall thereupon be canceled by the Corporate Trustee and upon the written request of the Company signed by its President or one of its Vice Presidents shall be delivered to it, and no Bonds shall be issued in lieu thereof; provided, however, that Stock Purchase Warrants, if any, attached to any such Bonds which shall be redeemed as aforesaid prior to January 1, 1934, shall not be cancelled but shall be detached and delivered to the holders or registered owners of such Bonds as provided in Sec. 6.03.