

MORTGAGE RECORD No. 79

(k) Such other terms and provisions as are not in conflict with the general forms hereinbefore set forth.

The characteristics of the bonds of successive series and provisions as to denominations, exchangeability and interchangeability shall be set forth in the resolution provided for in Section 5 of this Article. Bonds of any one series may be of different denominations and shall bear distinctive identifying numbers, as herein elsewhere authorized, but shall otherwise be identical.

Section 5. Except as hereinafter in Article II hereof provided in respect to bonds of Series A, there shall, prior to authentication by the Trustee of bonds of any series whereof no bonds shall have been theretofore authenticated, be deposited with the Trustee a certified copy of a resolution of the board of directors of the Company in respect of bonds of such proposed series fixing and setting forth the date of issue, date of maturity, which shall not be prior to March 15, 1946, rate of interest not exceeding eight per cent (8%) per annum and dates of payment thereof, maximum aggregate amount of series, if any, redemption provisions, if any, sinking fund provisions, if any, conversion provisions, if any, provisions, if any, in respect of exchangeability and interchangeability of bonds, provisions as to denominations, and any and all other provisions within the contemplation of Section 5 of this Article and the text of all paragraphs to be inserted in the general form of bond hereinbefore set forth for the purpose of making the same correctly evidence the special provisions created or undertaken by the Company in respect of bonds of that series; and each and every bond of each such series shall conform to the terms and provisions of such resolution; provided, however, it shall not be necessary to include in any such bond provisions created in respect of reimbursement for taxes.

There shall be filed with the Trustee with the resolution hereby required an opinion of counsel to the effect that bonds of the series proposed will when and as issued pursuant to the terms of such resolution and of this Mortgage and of any mortgage supplemental hereto deemed necessary or advisable by such counsel, be entitled to the benefit and security of this Mortgage in like manner and to the same extent as bonds theretofore issued. The Company covenants that it will make, execute and deliver and cause to be recorded in each county wherein any part of the mortgaged property shall be located such Mortgage or mortgaged supplemental hereto as shall be deemed necessary or advisable by counsel or by the Trustee for the purpose of evidencing the undertakings of the Company in respect of any proposed series or of any series of which bonds may have been issued.

Section 6. Bonds of Series A may be in any denomination that the Company may desire and bonds of other series shall be in such denominations as may be provided by resolution, responsive to Section 5 of this Article, and shall be identified by distinctive numbers and letters or other symbols.

Section 7. The Company shall keep at the office of the Trustee books for the registration and transfer, as in this Mortgage provided, of bonds issued hereunder. Such books shall, in addition to the name of the holder of each registered bond, show the address of each such holder.

Any bond may be registered, as to principal only, on the said books at the office of the Trustee and such registration shall be noted on each registered bond by the Trustee, acting as registrar, and after such registration no transfer shall be valid unless made on said books by the registered holder in person, or by his duly authorized attorney, and similarly noted on the bond. Upon presentation to the Trustee of any such bond registered as to principal, accompanied by a written instrument of transfer, in a form approved by the Trustee, executed by the registered holder, such bond shall be transferred upon such books. The registered holder of any such bond registered as to principal, shall also have the right to cause the same to be discharged from registration by transfer 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. Any such bond registered as payable to bearer may be registered again in the name of the holder with the same effect as upon first registration thereof. Successive registration and transfers as aforesaid may be made from time to time as desired. Registration as to principal of any bond, however, shall not affect the negotiability of the coupons appertaining to such bond, but title to every such coupon shall continue to pass by delivery and it shall remain payable to bearer.

Section 8. The holder of any bond or bonds all of the same series and maturity, of any series in respect whereof the Company, by resolution of its Board of Directors responsive to Section 5 of this Article or by resolution passed subsequent to the creation of the series, may have determined to effect exchanges as provided for in this Section 8, may surrender the same to the Trustee, with all unmatured coupons, for cancellation, and thereupon the Company shall, upon payment of proper charges, supply and execute, and the Trustee shall authenticate and deliver in exchange therefor, a like aggregate principal amount in bonds of the same series and maturity, of such other denomination or denominations herein provided for and authorized by the Company as shall be requested by such holder, with all unmatured coupons attached.

Bonds issued in exchange for other bonds of different denominations as in this Section provided shall be numbered and otherwise identified in such manner as shall be approved by the Trustee.

All bonds which may be authenticated and delivered, as provided in this Section, shall be the valid obligations of the Company and shall evidence the same indebtedness and liability as the bonds surrendered in exchange therefor, and shall be entitled to all the benefits and protection hereof.

No exchange of any bond subject to redemption shall be made after such bond has been called or drawn for redemption.

Section 9. For any exchange of bonds for bonds of another denomination, for any registration as to principal of bonds, and for any transfer of bonds so registered, the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or governmental charge, and in addition a further sum not exceeding the cost of the preparation of each new bond, if any, issued upon such transfer or exchange and the charges of the Trustee. In every case of such transfer or exchange, the Trustee forthwith shall cancel the surrendered bond or bonds and coupons, and upon demand shall deliver the same to the Treasurer of the Company or upon his written order.

Section 10. The Company and the Trustee may deem and treat the bearer of any bond issued hereunder, which shall not at the time be registered otherwise than as payable to bearer, as herein before provided, and the bearer of any coupon appertaining to any bond, whether or not such bond shall be registered, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

The Company and the Trustee shall deem and treat the person in whose name any bond shall be so registered as the absolute owner thereof for the purpose of receiving payment of, or on account of, the principal of such bond, and for all other purposes except to receive payment of interest represented by outstanding coupons.

Section 11. In case any bond or coupons issued under this mortgage shall be mutilated or be destroyed, stolen or lost, the Company shall execute, and thereupon the Trustee shall authenticate and deliver a new bond or coupons of like date, tenor, series, and bearing the same serial number as that of the bond or coupons so mutilated, destroyed, stolen or lost, and in the case of a mutilated bond or coupons the applicant for each such substituted bond or coupons shall surrender to the Trustee for cancellation each such mutilated bond or coupons, and in the case of bonds or coupons destroyed, lost or stolen shall furnish to the Company and to the Trustee evidence to the satisfaction of each of them, respectively, of such destruction theft or loss, and said applicant shall also furnish such indemnity to both the Company and the Trustee, respectively, as in their discretion they may require.

The Company may require the payment of a sum not exceeding the cost of preparation, stamp tax and other governmental charge and the Trustee's charge in respect of each new bond or coupon issued under this Section.

Section 12. Until definitive bonds of any particular series shall be prepared, the Company may execute and, upon the request of the company, the Trustee shall authenticate and deliver in lieu of such definitive bonds and subject to the same provisions, limitations, and conditions, temporary bonds of any denomination, substantially of the tenor of the form hereinbefore recited, payable to bearer and