

## DOUGLAS COUNTY

aise by the Company of any rights reserved to it under this Indenture, or as may be necessary in order to conform to the requirements for listing on any exchange or exchanges, provided that such changes or additions are approved as to form by the Trustee; and any bond may bear any appropriate legend indicating the manner in which any required stamp tax has been paid, if the same has been paid otherwise than by affixing stamps to such bond, and any bond may bear any appropriate legend indicating that the same has been authorized to be issued by any commission or governmental agency having jurisdiction to regulate the issue of bonds by the Company.

SECTION 6. All the bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents and by its Secretary or one of its Assistant Secretaries, or by such other form of execution as shall be prescribed by statute, by law, or by vote of the Board of Directors of the Company, and shall be sealed with its corporate seal. The interest coupons to be attached to coupon bonds issued hereunder shall be authenticated by the facsimile signature of the present Treasurer or of any future Treasurer of the Company, and the Company may also adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time of the execution thereof or at the time when such bonds shall be actually authenticated and delivered.

In case any of the officers who shall have signed or sealed any bonds shall cease to be such officers before the bonds so signed and sealed shall have been actually authenticated by the Trustee and delivered, such bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons who signed or sealed such bonds had not ceased to be such officer or officers of the Company.

SECTION 7. The Company shall keep at the principal office or place of business of the Trustee for the time being hereunder, books for the registration, transfer and exchange of bonds issued hereunder, and the Trustee is hereby appointed the Registrar of the Company for the purpose of registering, transferring and exchanging the bonds secured hereby.

SECTION 8. The holder of any coupon bond issued hereunder may have the ownership thereof registered, as to principal only, on said registry books of the Company, and such registration noted on the bond. After such registration no further transfer shall be valid unless made on said books by the registered holder in person or by his attorney, duly authorized in writing, and similarly noted on the bond; but the bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; and such bond may again and from time to time be registered or transferred to bearer, as before. Such registration, however, shall not affect the negotiability of the coupons, but every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer. No charge shall be made to the holder of any coupon for any such registration, transfer or discharge from registration, except such amount as may be necessary to cover any stamp tax or governmental charge.

SECTION 9. Upon the surrender to the Trustee for exchange of any coupon bond or bonds outstanding hereunder with all unmatured coupons appertaining thereto, the Company shall issue and the Trustee shall authenticate and deliver in exchange therefor a coupon bond or bonds, bearing all unmatured coupons, of the same series and maturity date, of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds so surrendered for exchange and of such denominations, within the authorized denominations then designated for the bonds of such series pursuant to the provisions of Section 4 of this Article, as may be requested by the person surrendering bonds for exchange.

SECTION 10. In the event the Company shall determine, with respect to any particular series, to issue registered bonds without coupons, any temporary or coupon bond or bonds of such series aggregating \$1,000 in principal amount, or any multiple thereof, together with all unmatured coupons, if any, thereto belonging, may be surrendered for exchange for registered bonds without coupons, and thereupon the Company shall issue, and the Trustee shall authenticate, and in exchange for such temporary or coupon bond or bonds shall deliver, a like principal amount in denominations then authorized hereunder of registered bonds without coupons of the same series and maturity date as the surrendered bond or bonds. Whenever in person or by his attorney, duly authorized in writing, the registered holder of any registered bond or bonds without coupons of the same series and maturity date shall surrender the same for transfer or exchange, accompanied by a written instrument of transfer in form approved by the Trustee, the Company shall issue, and the Trustee shall authenticate, in the name of such registered holder or his transferee, as the case may be, and in exchange for such registered bond or bonds without coupons shall deliver, a new registered bond or bonds without coupons, of the same series and maturity date as the surrendered bond or bonds and for a like aggregate principal amount in such denomination or denominations then authorized hereunder as may be requested. Whenever any registered bond without coupons, accompanied by a written instrument of transfer in form approved by the Trustee, executed by the registered holder or by his attorney, duly authorized in writing, shall be surrendered for exchange for one or more coupon bonds, the Company shall issue and the Trustee shall authenticate (unless coupon bonds previously authenticated shall then be available), and in exchange for such registered bond shall deliver, a like principal amount of coupon bonds, of the same series and maturity date as the surrendered bond, bearing all unmatured coupons, and of such authorized denomination or denominations as may be requested by such registered holder. All such transfers or exchanges shall be made at the principal office or place of business of the Trustee.

SECTION 11. Upon every exchange of coupon bonds for registered bonds, or of registered bonds for coupon bonds, or of registered bonds for other registered bonds, or of coupon bonds for other coupon bonds of other denominations, and upon any transfer of registered bonds without coupons, the Company may make a charge therefor, sufficient to reimburse it for all costs incidental to such exchange or transfer, which shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of the privileges conferred by this Article.

The Trustee shall forthwith cancel any registered bonds surrendered to it upon any such exchange or transfer. Upon surrender to it of coupon bonds the Trustee may, in its discretion, retain such surrendered coupon bonds, uncanceled, for subsequent use in accordance with the provisions of this Indenture or may cancel and create the same and deliver a certificate of such creation to the Company. The Company shall not be required to make exchanges or transfers of bonds for a period of ten days next preceding an interest date thereof.

SECTION 12. Until definitive engraved or lithographed bonds of any series are ready for delivery, there may be issued, authenticated and delivered in lieu of any thereof and subject to the same provisions, limitations and conditions, temporary typewritten, printed or lithographed bonds, in bearer or registered form, substantially of the same tenor, except that coupons may be omitted from temporary bonds, but with such appropriate omissions, insertions and variations as may be determined by the Board of Directors of the Company, and approved by the Trustee, and such temporary bonds shall be in such denominations as may be directed by the officer or officers of the Company to whom, or upon whose order such bonds shall be delivered.

As soon as definitive engraved or lithographed bonds are ready for delivery in exchange therefor, the holders of such temporary bonds may surrender the same for cancellation at the principal office or place of business of the Trustee, or at such other place or places, if any, as may be designated therefor, together with all unmatured coupons, if any, thereto appertaining, and shall be entitled to receive in exchange definitive engraved or lithographed bonds either in the form of coupon bonds with all unmatured coupons attached or, if registered bonds be provided, in the form of registered bonds of the same series and maturity date and of like aggregate principal amount. Such exchanges will be made at the expense of the Company and no charge shall be made therefor. The Company will prepare and execute the definitive engraved or lithographed bonds with all reasonable dispatch. Until exchanged for defini-