

## MORTGAGE RECORD 85

B. Provision for refunding or reimbursing to the holders of the Bonds of such series, specific taxes, assessments or other governmental charges, but the obligation of the Company to refund or reimburse any such taxes, assessments or other governmental charges shall not be deemed to be a part of the indebtedness secured by this Indenture; and/or

C. Provision for the exchange or conversion of the Bonds of such series for or into new Bonds issuable hereunder of a different series and/or shares of stock of the Company or of a successor corporation and/or other securities; and/or

D. Provision for a sinking, amortization, improvement or other analogous fund; and/or

E. Provision limiting the aggregate principal amount of the Bonds of such series; all to such extent, at such times and upon such terms and conditions as the Board of Directors of the Company may determine and fix; provided, however, that so long as any Bonds of Series A shall be outstanding, no Bonds of any other series shall be authenticated and delivered hereunder unless either (1) provision for a sinking fund for the Bonds of such other series shall be made on a basis which, by approximately equal annual or semi-annual installments, or on a cumulative basis (i. e., with approximately equal annual or semi-annual payments to be applied to the payment of interest and to the retirement of Bonds) will provide for the retirement of all Bonds of such other series by the maturity date of such series, or (2) the Bonds of such other series be issued in serial maturities of approximately equal annual or semi-annual maturities of principal or with annual or semi-annual maturities of principal on approximately a cumulative basis as aforesaid which will, in either case, require the payment of all Bonds of such other series by the final maturity date of such series. All Bonds of the same series shall be identical as to rate of interest and, unless they mature serially, as to date of maturity and terms of redemption, if redeemable.

Each series of Bonds, except the Bonds of Series A, shall be created by an indenture supplemental hereto authorized by a Resolution of the Board delivered to the New York Trustee.

The Bonds of each series and the coupons to be attached to the coupon Bonds shall be substantially in the forms hereinbefore recited, with such omissions, variations and insertions as are permitted by this Indenture, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon, as may be required to comply with the rules of any securities exchange, or to conform to any usage in respect thereof, or as may, consistently herewith, be prescribed by the Board of Directors of the Company. The form of the Bonds of each series (except the Bonds of Series A) issued hereunder shall be established by the indenture supplemental hereto creating such series as hereinabove provided. The Bonds of each series shall be distinguished from the Bonds of other series in such manner, either by a serial designation and/or in the title of the Bonds of such series and/or otherwise, as the Board of Directors of the Company may determine.

**Section 7.** The Bonds of each series shall be issued in such denominations as the Board of Directors of the Company may determine (except that the Bonds of Series A shall be issued in the denominations provided for in Section 15). They shall be numbered or otherwise distinguished in such manner or in accordance with such plan as the officers executing such Bonds may determine, such determination by said officers to be evidenced by their signing the Bonds. Whenever a registered Bond without coupons shall be issued, there shall be reserved in respect of the issuance thereof the number or numbers of a coupon Bond or Bonds not then outstanding of the denomination of \$1,000 of the same series and maturity of an aggregate principal amount equal to the principal amount of such registered Bond without coupons; and such registered Bond without coupons shall bear such legend reciting the number or numbers of such coupon Bond or Bonds so reserved, as may be required to comply with the rules of any securities exchange or to conform to any usage in respect thereof.

Registered Bonds without coupons shall bear interest from, and shall be dated as of, the interest date next preceding the date on which the same shall be authenticated by the New York Trustee, or, if such date of authentication shall be an interest date, such Bonds shall bear interest from, and shall be dated of, such interest date, or, if such date of authentication shall be a date prior to the first interest payment date for Bonds of the series being authenticated, such Bonds shall bear interest from, and shall be dated as of, the commencement of the first interest period for such series; provided, however, that, if at the time of authentication of any registered Bond without coupons, of any series, interest is in default on outstanding Bonds of such series, such Bond shall bear interest from, and shall be dated as of, the interest date for such series to which interest has previously been paid or made available for payment on outstanding Bonds of such series.

**Section 8.** If and to the extent that the Company, by Resolution of the Board, delivered to the New York Trustee or by an indenture supplemental hereto authorized by like resolution, shall so determine, either at the time of the creation of any series of Bonds or at any time thereafter,

(a) Bonds of such series may, at the option of the holders thereof, and upon the surrender thereof to the New York Trustee, be exchanged for Bonds of the same series and maturity of the same aggregate principal amount, but of a different denomination or denominations;

(b) Coupon Bonds of such series may, at the option of the holders thereof, and upon the surrender thereof to the New York Trustee, be exchanged for registered Bonds without coupons of the same series and maturity, of the same aggregate principal amount and of the same or of a different denomination or denominations;

(c) Registered Bonds without coupons of such series may, at the option of the registered owners thereof, and upon the surrender thereof to the New York Trustee, be exchanged for coupon Bonds of the same series and maturity, of the same aggregate principal amount, and of the same or of a different denomination or denominations.

All coupon Bonds so surrendered and all coupon Bonds delivered upon any such exchange shall be accompanied by all unmatured coupons, if any, appertaining thereto as well as all matured coupons thereto appertaining and representing interest not paid or made available for payment on the Bonds so surrendered. All registered Bonds without coupons surrendered for exchange shall be accompanied by a written instrument of transfer, in form approved by the Company, executed by the registered owner in person or by attorney authorized in writing. All Bonds and coupons so surrendered shall be forthwith cancelled by the New York Trustee and thereafter all coupon Bonds so cancelled together with the coupons appertaining thereto shall be destroyed. All Bonds executed, authenticated and delivered in exchange for Bonds so surrendered shall be the valid obligations of the Company, evidencing the same debt as the Bonds surrendered, and shall be secured by the lien of this Indenture and entitled to all of the benefits and protection hereof to the same extent as the Bonds in exchange for which they shall be executed, authenticated and delivered.

**Section 9.** From time to time the Bonds issuable hereunder shall be executed on behalf of the Company by its President or a Vice President, under its corporate seal attested by its Secretary or an Assistant Secretary, or by such other form of execution as may be prescribed by a Resolution of the Board delivered to the New York Trustee. The corporate seal of the Company may be affixed to any Bond by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon such Bond, by any process whatsoever, an impression, facsimile or other representation of said corporate seal. In case any officer of the Company who shall have signed or sealed any Bond shall cease to be such officer of the Company before the Bond so signed or sealed shall have been actually authenticated and delivered by the New York Trustee, such Bond, notwithstanding, may be authenticated and delivered and issued as though the person who had signed or sealed such Bond had not ceased to be an officer of the Company; and also any Bond may be signed and sealed on behalf of the Company by such person as at the actual date of the execution of such Bond shall be the proper officer of the Company, although at the date of such Bond such person shall