

MORTGAGE RECORD 85

transfer of any registered Bond without coupons, the Company at its option may (subject to the provisions of Section 15 with respect to Bonds of Series A) require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto, and in addition thereto, a further sum not exceeding \$2 for each new Bond, if any, issued upon such exchange or transfer. No charge except for taxes or governmental charges shall be made against the holder for the registration or transfer of coupon Bonds.

Section 14. In case any Bond, with the coupons, if any, belonging thereto, shall become mutilated, lost, stolen or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the New York Trustee of the loss, theft or destruction of such Bond and its coupons, if any, and upon a receipt also of indemnity satisfactory to each of them, the Company in its discretion may execute, and thereupon the New York Trustee shall authenticate and deliver, a new Bond and coupons in exchange for, and upon cancellation of, the mutilated Bond and its coupons, or in lieu of the Bond and its coupons so lost, stolen or destroyed, or, if any such mutilated, lost, stolen or destroyed Bonds and coupons shall have matured or be about to mature, instead of issuing a substituted Bond and coupons the Company, with the consent of the New York Trustee, may pay the same, without surrender thereof in the case of any such lost, stolen or destroyed Bond and coupons. Any new Bond or coupon issued under this Section in lieu of any Bond or coupon alleged to have been lost, stolen or destroyed shall constitute an additional original contractual obligation of the Company, whether or not the Bond or coupon alleged to have been lost, stolen or destroyed be at any time enforceable by anyone; and such new Bond or coupon shall be entitled to the benefits of this Indenture equally and ratably with all other Bonds and coupons issued hereunder (subject to the provisions of Section 59), and any such indemnity so given shall likewise be ratably applicable to the payment of all the Bonds and coupons. The Company and the New York Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any securities exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may at its option require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge, and any expenses incurred by the Company or the Trustee, or either of them, in connection with the issuance of any such new Bond, and also a further sum not exceeding \$2 for each such new Bond.

ARTICLE THREE

BONDS OF SERIES A

Section 15. There shall be an initial series of Bonds, known as and entitled "First Mortgage Bonds, Series A Due 1941-1954" (herein referred to as the "Bonds of Series A"), and the form thereof shall contain suitable provisions with respect to the redemption prices of the Bonds of each of the respective maturities of the Bonds of Series A, and shall in other respects be substantially as hereinabove set forth.

The principal amount of the Bonds of Series A shall be limited to \$6,500,000. The Bonds of Series A shall mature serially in installments in the respective principal amounts and on the respective maturity dates set forth below:

Maturity date	Principal amount
	maturing
April 25, 1941	\$350,000
April 25, 1942	350,000
April 25, 1943	350,000
April 25, 1944	400,000
April 25, 1945	400,000
April 25, 1946	400,000
April 25, 1947	450,000
April 25, 1948	450,000
April 25, 1949	450,000
April 25, 1950	500,000
April 25, 1951	500,000
April 25, 1952	500,000
April 25, 1953	550,000
April 25, 1954	550,000
October 25, 1954	300,000

The Bonds of Series A shall be coupon Bonds of the denomination of \$1,000 and registered Bonds without coupons of the denominations of \$1,000 and any multiple of \$1,000, and of such respective amounts of each of said kinds and denominations as may be executed by the Company and delivered to the New York Trustee for authentication and delivery. The coupon Bonds of Series A shall be dated October 25, 1939, which date shall be the date of the commencement of the first interest period for all Bonds of Series A, and the registered Bonds of Series A without coupons shall be dated as provided in Section 7. All Bonds of Series A shall bear interest at the rate of 4½% per annum from their respective dates until the principal thereof shall have become due and payable, such interest to be payable semi-annually on the twenty-fifth day of April and October in each year, the first interest payment date being April 25, 1940. Both the principal of and the interest on the Bonds of Series A shall be paid at the office or agency of the Company in the Borough of Manhattan in the City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts. The Bonds of Series A shall be subject to redemption as provided in Article Ten.

The definitive Bonds of Series A may be issued in the form of engraved Bonds or Bonds printed on steel engraved borders; the Company will cause engraved Bonds to be prepared with all convenient speed at any time upon and after demand of any holder of Bonds of Series A printed on steel engraved borders, if such engraved Bonds are not then available; such engraved Bonds to be in such authorized denominations, and in coupon or registered form or partly in one and partly in the other of such forms, as may be specified in such demand; and after preparation of engraved Bonds as aforesaid and upon surrender for exchange of any such Bond printed on steel engraved border, the Company shall execute and the New York Trustee shall authenticate and deliver in exchange therefor an engraved Bond or Bonds of Series A of the same maturity and for the same aggregate principal amount at the Bond so surrendered, all without charge to the holder. Subject to the foregoing provisions of this paragraph and to the provisions of Section 13, all definitive Bonds of Series A shall be fully interchangeable for other Bonds of Series A of the same maturity, and, upon surrender to the New York Trustee at its principal office, shall be exchangeable for other Bonds of Series A of the same maturity of a different kind and/or denomination or denominations, as requested by the holder surrendering the same. The Company will execute, and the New York Trustee shall authenticate and deliver, coupon Bonds and/or registered Bonds without coupons, whenever the same shall be required for any such exchange.

Section 16. Bonds of Series A for the aggregate principal amount of Six million five hundred thousand Dollars (\$6,500,000) and of the respective maturities and in the respective aggregate principal amounts of each said maturity set forth in Section 15, may forthwith, upon the execution and delivery of this Indenture, or from time to time thereafter, be executed by the Company and delivered to the New York Trustee, and shall thereupon be authenticated and delivered by the New York Trustee upon the Written Order of the Company, without awaiting the recordation, registration or filing of this Indenture.

ARTICLE FOUR