

MORTGAGE RECORD 85

of any bond registered as to principal shall also have the right to cause such bond to be discharged from registration by being in like manner transferred to bearer, and thereupon 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 payable to bearer may, however, be registered again in the name of the holder, with the same effect as the first registration thereof. Successive registrations and discharges from registration may be made in the same manner from time to time as desired. Registration of coupon bonds as to principal, however, shall not affect the negotiability of the coupons appertaining to such bonds, which coupons shall always continue to be payable to bearer and to be transferable by delivery merely, and payment of the amount of any such coupon to the bearer thereof shall fully discharge the Corporation in respect to the interest mentioned in such coupon, whether or not the bond to which such coupon appertains be registered as to principal.

Such registrations, transfers and discharges from registration of coupon bonds shall be under such reasonable regulations as the Corporation may from time to time prescribe and shall be without expense to the holder or registered owner of the bond; but any taxes or governmental charges required to be paid with respect to such registration, transfer or discharge shall be paid by the person requesting such registration, transfer or discharge, as a condition precedent to the exercise of the privilege conferred by this Section 5.

Section 6. Manner and Conditions of Exchange and Transfer of Bonds. In all cases in which the privilege of exchanging bonds or transferring registered bonds exists and is exercised, the bonds to be exchanged or transferred shall be surrendered for cancellation at the office or agency of the Corporation specified for such purpose in the bonds or in this Indenture or in any indenture supplemental hereto with respect to the bonds of any other series other than Series A, with all unmatured coupons (if any) attached, and (in the case of coupon bonds registered as to principal or registered bonds without coupons) accompanied by such duly executed instruments of transfer as may be required by the Corporation and the Trustee, and the Corporation shall execute and the Trustee shall authenticate and deliver in exchange therefor the bonds (with appropriate coupons, if any, attached) which the person making the exchange or transfer shall be entitled to receive. The Trustee shall forthwith cancel all bonds and coupons so surrendered and, on the written request of the Corporation, deliver such bonds and coupons to the Corporation.

Every exchange or transfer of bonds under the provisions of this Article of the Indenture shall be effected in such manner as may be prescribed by the Board of Directors, with the approval of the Trustee, and as may be required to comply with the rules and regulations of any stock exchange upon which the bonds are listed or are to be listed or to conform to any usage with respect thereto. The Corporation shall not be required to make exchanges or transfers of any bond under any provision of this Indenture after the first publication of notice of redemption of such bonds, notwithstanding anything contained in such bond itself to the contrary.

Upon any such exchange of bonds or transfer of registered bonds without coupons, the Corporation may require the payment of such reasonable charges therefor, not exceeding Two Dollars (\$2.00) for each bond issued, as it may deem proper, the payment of which, together with any taxes or other governmental charges required to be paid with respect to such exchange or transfer, shall be made by the person requesting such exchange or transfer as a condition precedent to the exercise of such privilege of exchange or transfer.

Section 7. Mutilated, Destroyed, Lost or Stolen Bonds. In case any bond issued under this Indenture shall become mutilated, destroyed, lost or stolen, the Corporation (upon receipt by it and by the Trustee of evidence satisfactory to them of the ownership of such bond and of the mutilation, destruction, loss or theft of such bond and of indemnity satisfactory to them and upon surrender and cancellation thereof if mutilated) may execute, and the Trustee may authenticate and deliver, a new bond of the same series and maturity and of like tenor and amount and with corresponding coupons attached and (in the case of a registered bond without coupons) bearing the same date as such mutilated, destroyed, lost or stolen bond, in lieu of and in substitution for such mutilated, destroyed, lost or stolen bond and its coupons, if any. Such new bond, in the discretion of the Corporation, may bear the same serial number as the mutilated, destroyed, lost or stolen bond in lieu of which it is issued (in which case the new bond shall be marked "Duplicate" or be otherwise distinguished from the original bond) or it may bear a different serial number, and it may also bear such endorsement as may be prescribed by the Corporation, with the approval of the Trustee, or as may be required to comply with the rules and regulations of any stock exchange upon which the bonds are listed or are to be listed or to conform to any usage with respect thereto. The Corporation may require the payment of a sum sufficient to reimburse both it and the Trustee for all expenses in connection with the issue of each new bond under this Section 7 of Article I of the Indenture. Bonds may be issued as provided in this Section irrespective of any limitation in amount contained in the Indenture, and such bonds issued in lieu of mutilated, destroyed, lost or stolen bonds shall not be included as in addition to the bonds in lieu of which they have been issued in any calculation required under the provisions of this Indenture relating to Sinking Fund or any other matter.

Section 8. Manner of Execution of Bonds. All bonds issued hereunder shall be executed on behalf of the Corporation by its President or one of its Vice-Presidents, and to such bonds its corporate seal (which may be in facsimile, if permitted by law) shall be affixed (or impressed or engraved, if in facsimile) and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to the bonds shall be authenticated by the facsimile of the signature of the present or of any future Treasurer of the Corporation, and the Corporation may adopt and use for that purpose the facsimile of the signature of any person who shall have been Treasurer, notwithstanding the fact that such person may not have been Treasurer at the date of such bonds or that he may have ceased to be Treasurer at the time when such bonds shall be actually authenticated and delivered.

In case any officer of the Corporation who shall have signed or sealed any bonds or attested the seal thereon shall cease to be such officer of the Corporation before the bonds so signed or sealed or attested shall have been actually authenticated or delivered by the Trustee or issued by the Corporation, such bonds, nevertheless, may be authenticated and delivered and issued with the same force and effect as though the person or persons who signed and sealed such bonds and attested the seal thereon had not ceased to be such officer or officers of the Corporation. Also, any such bond may be signed and sealed and the seal thereon attested, on behalf of the Corporation, by such persons as shall be the proper officers of the Corporation at the actual date of the execution of such bond, even though at the nominal date of such bond any of such persons shall not have been such officers of the Corporation.

Any bond issued under this Indenture may bear such numbers, letters or other marks of identification or designation, and may be endorsed with or have incorporated in the text thereof such legends or recitals in respect to transferability and in respect of the bond or bonds for which it is exchangeable, as may be determined by the Board of Directors, with the approval of the Trustee, and as may be required to comply with the rules and regulations of any stock exchange upon which the bonds are listed or to be listed or to conform to any usage with respect thereto; and likewise provision may be made, (in connection with the issue of coupon bonds in denominations of less than One Thousand Dollars (\$1000.00) or of registered bonds without coupons), for the reservation of the appropriate numbers or of other designating marks of coupon bonds exchangeable therefor, as may be required by such stock exchange rules and regulation or by such usage.

Section 9. Authentication of Bonds by Trustee. The bonds when executed shall be delivered to the Trustee for authentication by it; and thereupon, as provided in this Indenture, and not otherwise, the Trustee shall authenticate and deliver such bonds. Only such bonds as shall bear thereon endorsed a certificate of authentication substantially in the form set forth above, duly executed by the Trustee, shall be secured by this Indenture or shall be entitled to any lien, right or benefit hereunder. No bond and no coupon appertaining to such bond shall be valid or obligatory for any purpose until such certificate shall have been duly executed by the Trustee on such bond; and such certificate of authentication