

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 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 mature or be about to mature, instead of issuing a substituted Bond and coupons the Company may pay the same without surrender thereof. 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 69*), 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 Trustees 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.