

pal and/or interest without deduction for, and/or with reimbursement of, taxes or all or part of certain specified taxes, sinking fund provisions, provisions for conversion into stock or other securities, for the terms and conditions of such conversion and for the issue of Bonds with stock purchase warrants, and provisions limiting the aggregate principal amount of Bonds of such series.

All Bonds of the same series issued hereunder shall be substantially identical except as to the denominations thereof and the numbering and lettering thereof, and except, in the case of registered Bonds without coupons, as to the dates thereof and the dates specified therein from which interest is to accrue, and except as to proper variations in case of Bonds having serial maturities, and except for the usual differences between coupon bonds and registered bonds without coupons, including variations in the provisions for registration, transfer and exchange.

§ 204. *Changes in forms of Bonds.* Notwithstanding the fact that this Indenture provides that the coupon Bonds of Series A are to be in substantially the form hereinbefore set forth and that Bonds of series other than Series A are to be in substantially the form provided by resolution of the Board of Directors of the Company at the time of the establishment of each such series, the Company may, by resolution of its Board of Directors, subsequent to the establishment of any series of Bonds, provide additional denominations and additional provisions for registration, transfer and/or exchange applicable to Bonds of such series and may provide for the issuance of registered Bonds without coupons of such series; provided, however, that the holders of any Bonds of such series outstanding at the time of such change or changes shall be given the same or corresponding privileges of registration, transfer and/or exchange as are given to the holders of any Bonds of such series issued subsequent to any such change or changes,

signature of the present Treasurer or of a future Treasurer of the Company and for that purpose the Company may adopt and use the printed, engraved or lithographed facsimiles 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 such Bonds shall be actually authenticated, delivered and issued.

Before authenticating and delivering any coupon Bonds, the Trustee shall detach and cancel any coupons then matured.

Only such of the Bonds as shall have been authenticated by the Trustee by signing the authentication certificate endorsed thereon and only the coupons appurtenant to such Bonds shall be secured by this Indenture or shall be entitled to any lien, benefit or security hereunder, and said certificate shall be conclusive evidence that the Bonds so authenticated have been duly issued hereunder.

§ 206. *Exchange and Transfer of Bonds.* Whenever any Bonds shall be presented for exchange, with all unmatured/appurtenant coupons in the case of coupon Bonds, the Company shall execute, and, upon surrender to it of said Bonds and coupons, if any, the Trustee shall authenticate and deliver in exchange therefor the Bond or Bonds which the bondholder making the exchange shall request and shall be entitled to receive according to the terms thereof, to a principal amount equal to the principal amount of the Bond or Bonds surrendered for exchange, subject however, to any provisions hereafter established in the case of exchanges of coupon Bonds for registered Bonds without coupons and of such registered Bonds for coupon Bonds. Upon every exchange of Bonds or transfer of registered Bonds without coupons, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge re-

quired to be paid by the Company or the Trustee, and in addition may charge a sum not exceeding two dollars (\$2) for each Bond issued upon any such exchange or transfer; and said charges shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making the same.

Any Bonds may bear, if appropriate, a legend indicating approval of any governmental authority and/or legend indicating that any stamp tax with respect to the Bonds required by law has been duly paid.

§ 205. *Execution and Authentication of Bonds.* Bonds from time to time shall be executed on behalf of the Company by its President or one of its Vice Presidents and its corporate seal shall be thereunto affixed; and such seal shall be attested by its Secretary or one of its Assistant Secretaries. If any authorized officer of the Company who shall have signed any Bond or attested the seal thereon shall cease to be such officer before the Bond so signed and sealed shall have been actually authenticated and delivered by the Trustee or issued, such Bond may, nevertheless, be issued, authenticated and delivered as though the persons who signed such Bond and attested the seal thereon had not ceased to be such officers of the Company, and also any Bond may be signed and the seal thereon attested on behalf of the Company by such persons as at the actual date of the execution of the Bond shall be the proper officers of the Company, although at the date of the Bond such persons shall not have been officers of the Company.

Bonds may be printed, lithographed or engraved at the option of the Company.

Coupons to be attached to coupon Bonds shall be authenticated by the printed, engraved or lithographed facsimile

quired to be paid by the Company or the Trustee, and in addition may charge a sum not exceeding two dollars (\$2) for each Bond issued upon any such exchange or transfer; and said charges shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making the same.

No transfers of fully registered Bonds of any series shall be required during the ten (10) days next preceding each interest date of each series.

§ 207. *Registration, Transfer and Negotiability of Bonds.* The bearer of any coupon Bond expressed to be registrable as to principal may have the ownership thereof registered on the books of the Company at any office or agency where such Bond is expressed to be registrable as to principal and such registry noted on the Bond by the Registrar. After such registry, such Bond may be transferred only on said books by the registered owner in person or by his duly authorized attorney, and similarly noted on the Bond by the Registrar upon presentation thereof to the Registrar, at such office or agency, accompanied by delivery of a written instrument of transfer in the form approved by the Registrar, duly executed. The registered owner of any such coupon Bond, registered as to principal, also shall have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such Bond when due shall be payable to the person surrendering the Bond; but any such Bond registered as payable to bearer may be registered again otherwise than to bearer with the same effect as a first registry thereof. Successive registries and transfers as aforesaid may be made from time to time as desired; and each registry of a Bond shall be noted by the Registrar on the Bond.