

74

(g) the bonds of any series may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions, not inconsistent with the provisions of Article IV hereof, as may be prescribed in the supplemental indenture creating such series and expressed in such bonds when issued;

(h) the bonds of any series (or if of serial maturities, the bonds of any maturity) may be convertible into or exchangeable for, at the option of the holders thereof, capital stock of any class or other securities of the Company or of any other corporation, at such times and upon such terms and conditions and subject to such adjustments as may be prescribed in the supplemental indenture creating such series and expressed in such bonds or in an endorsement thereon when issued;

(i) the bonds of any series (or if of serial maturities, the bonds of any maturity) may be convertible into or exchangeable for, at the option of the holders thereof, bonds of a different series bearing the same or a lesser interest rate, at such times and upon such terms and conditions as may be prescribed in the supplemental indenture creating such series and expressed in said bonds when issued;

(j) the bonds of any series may contain such provisions, if any, for the establishment of a purchase, sinking, amortization, improvement or analogous fund therefor, and for the retirement or redemption of all or any of such bonds by the operation of any such fund or otherwise, upon such terms and conditions as may be prescribed in the supplemental indenture creating such series; and

(k) the bonds of any series may contain such other special terms and conditions, not contrary to the provisions hereof, as may be prescribed in the supplemental indenture creating such series.

Coupon bonds shall bear interest in accordance with the coupons attached thereto. Registered bonds without coupons

76

In all cases in which the privilege of exchanging bonds exists and is exercised, the bonds to be exchanged shall be surrendered at such place or places as shall be designated by the Board of Directors consistent with the terms of the supplemental indenture creating the bonds of the particular series. All coupon bonds so surrendered and all coupon bonds delivered in exchange for registered bonds without coupons shall be accompanied by all unmatured coupons appertaining thereto; provided that when coupon bonds are so surrendered for exchange or are issued in exchange for registered bonds without coupons at a time when the Company is in default in the payment of interest on the series of bonds to which such bonds belong, the coupon bonds so surrendered and the coupon bonds so issued in exchange shall also be accompanied by such matured coupons as represent the interest so in default. All bonds so surrendered shall be forthwith cancelled and delivered to or upon the order of the Company. 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 are executed, authenticated and delivered.

Section 203. The bonds issuable hereunder shall, from time to time, be executed on behalf of the Company by its President or a Vice-President under its corporate seal, which may be facsimile and printed, engraved or otherwise reproduced on the bonds, attested by its Secretary or an Assistant Secretary, or by such other form of execution, which may include facsimile signatures of officers, as may be prescribed by resolution of the Board of Directors and shall, in the opinion of counsel, constitute a legal and valid form of execution. In case any officer of the Company who shall have signed or sealed any bond shall cease to be such officer of the Company

75

shall bear interest from their respective dates and shall be dated as of the interest payment date next preceding the date of authentication thereof by the Trustee, unless authenticated on an interest payment date in which case such bonds shall bear interest from and shall be dated as of such interest payment date; provided that if the Company shall be in default in the payment of interest upon any series of bonds at the time of the issue or transfer of a registered bond without coupons of such series, such registered bond shall be dated as of the date of the commencement of the period for which such interest is in default.

The bonds of each series and the coupons to be attached thereto may contain such other terms, covenants, conditions, provisions, specifications, descriptive words and recitals, and may have such letters, numbers or other marks of identification or designation, and such legends or endorsements printed, lithographed or engraved thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with the rules of any stock exchange or to conform to law or usage.

Section 202. The bonds of each series shall be issued in such denominations and shall be numbered or otherwise distinguished in such manner or in accordance with such plan as the Board of Directors of the Company may, at the time of the creation of such series or at any time and from time to time thereafter, determine in accordance with the provisions of Section 201 hereof. In the absence of any such determination with respect to the bonds of any particular series, the coupon bonds of such series shall be issued in the denominations of \$1,000, numbered consecutively from "M1" upward; and the registered bonds without coupons of such series shall be issued in denominations of \$1,000, numbered consecutively from "RM1" upward, and/or in multiples of \$1,000 appropriately numbered, as the Company shall in writing request.

77

before the bond so signed or sealed shall have been actually authenticated and delivered by the Trustee, such bond, severally, 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 persons as at the actual date of the execution of such bond shall be the proper officers of the Company, although at the date of such bond any such person shall not have been an officer of the Company. The coupons to be attached to the coupon bonds shall be authenticated by the facsimile signature of the present or any future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may not have been such Treasurer at the date of such bonds or that he may have ceased to be such Treasurer at the time when such bonds shall be actually authenticated and delivered.

Section 204. 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 the same. Only such bonds as shall bear thereon a certificate of authentication substantially in the form heretofore recited, executed by the Trustee, shall be secured by this Indenture, or be entitled to any lien, right or benefit hereunder. No bond and no coupon thereunto appertaining shall be or become valid or obligatory for any purpose until such certificate shall have been duly executed on such bond, and such authentication by the Trustee upon any bond shall be conclusive evidence and the only evidence that the bond so authenticated has been duly issued hereunder. Before authenticating and delivering any bond, the Trustee shall, subject to the provisions of Sections 202 and 203 hereof, detach and send any then matured coupons thereto attached and deliver the same to or upon the order of the Company.