

Section 2.05. Pending the preparation of definitive bonds of any series issuable under this indenture, the Company may execute and, upon its request in writing, the Trustee shall authenticate and deliver, in lieu of such definitive bonds and subject to the same provisions, limitations and conditions, one or more temporary printed, lithographed or typewritten bonds, in denominations as provided or permitted under the provisions of Section 2.02 hereof, or multiples thereof, substantially of the tenor of the bonds to be issued as hereinbefore recited, with or without coupons, or with one or more coupons, and with or without privilege of registration, and with such omissions, insertions and variations as may be appropriate. The Company shall, without unreasonable delay, at its own expense, prepare, execute and deliver to the Trustee, and thereupon, upon the presentation and surrender of temporary bonds, the Trustee shall authenticate and deliver, in exchange therefor, definitive bonds of the same series and maturity and for the same principal sum in the aggregate as the temporary bonds surrendered. All temporary bonds so surrendered and any unsaturated coupons appertaining thereto shall be forthwith cancelled by the Trustee and delivered to or upon the order of the Company. Until definitive bonds of any series are so delivered to the Trustee, the temporary bonds shall be exchangeable for other temporary bonds of the same series and maturity and of different denominations but of the same principal amount in the aggregate if and to the extent that the Board of Directors of the Company shall so determine. Until exchanged for definitive bonds, the temporary bonds shall in all respects be entitled to the lien and security of this indenture, and interest, when and as payable, shall be paid upon the presentation thereof and endorsement of such payment shall be made thereon, unless such temporary bond shall be a fully registered bond or shall bear a coupon for such interest. If any temporary bonds shall bear interest coupons, interest on such temporary bonds represented by

interest owner or by attorney duly authorized in writing, the Company shall execute, and the Trustee shall authenticate, and it or the Company shall deliver in exchange therefor, a new registered bond or bonds without coupons or, if such bond is by its terms exchangeable for coupon bonds, a new coupon bond or bonds of the same series and maturity and for the same aggregate principal amount. All bonds so surrendered shall be forthwith cancelled and delivered to or upon the order of the Company.

Similar books shall also be kept at such other place or places, if any, as the Board of Directors of the Company may determine for the registration and transfer of the bonds of any particular series, open in like manner for inspection by the Trustee, in which the bonds of such series may be registered and transferred upon the terms and in the manner in this Section 2.05 provided; and such other place or places may, but need not, be appropriately recited in the bonds of such series.

In lieu of inspecting any books for the registration and transfer of bonds, which shall not at the time be kept at the office of the Trustee, the Trustee, subject to the provisions of Section 2.02 hereof, shall be entitled to accept and rely upon a certificate of the agent or owner in charge thereof as to the facts and matters therein appearing, including the names and addresses of the holders of bonds registered therein and the amounts, numbers and series of such bonds.

Section 2.07. Subject to the provisions of Section 2.03 hereof, for any exchange of bonds for bonds of another denomination, or of coupon bonds for registered bonds without coupons, or of registered bonds without coupons for coupon bonds, or for any transfer of registered bonds without coupons, or for the registration as to principal of any coupon bond, or for any transfer thereof, or for the purpose of discharging any bond from such registration as to principal,

coupons shall be paid only on presentation and surrender of such coupons as they severally mature.

Section 2.08. The Company shall keep or cause to be kept at the principal office of the Trustee books for the registration and transfer of bonds issued hereunder, which shall at all times be open for inspection by the Trustee; and, upon presentation for such purpose, the Company shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred therein, any of the bonds issued hereunder and entitled to be so registered or transferred. The Trustee is hereby appointed the registrar of the Company for the purpose of registering, transferring and exchanging the bonds issued hereunder.

The holder of any coupon bond entitled by its terms to be registered as to principal may have the ownership thereof as to principal registered on said books, and such registration shall be noted on the bond. After such registration so transfer shall be valid unless made on said books by the registered owner in person, or by attorney duly authorized in writing, and similarly noted on the bond; but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, and such bond may again from time to time be registered or transferred to bearer as before. Such registration shall not affect the negotiability of the coupons, and every such coupon shall continue to be transferable by delivery and shall remain payable to bearer, and payment thereof to bearer shall fully discharge the Company in respect of the interest therein mentioned, whether the bond be registered or not and whether or not such coupon shall have matured.

Whenever the registered owner of any registered bond without coupons shall surrender the same to the Company for transfer, together with a written instrument of transfer, in form approved by the Company, duly executed by such reg-

the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto and in addition a further sum not exceeding two dollars for each new bond, if any, issued upon such exchange or transfer. The Company shall not be required to make transfers or exchange of bonds of any series either (i) during the period of fifteen days next preceding any interest payment date or (ii) after the bond presented for exchange or transfer, or any portion thereof, has been drawn for redemption or has been called for redemption, but may do so at its option.

Section 2.08. In case any bond shall be mutilated or destroyed or lost or stolen, the Company, in its discretion, may issue, and thereupon the Trustee shall authenticate and deliver, a new bond of like series and tenor, having attached, in case of a coupon bond, the same corresponding coupons as the mutilated, destroyed, stolen or lost bond, in exchange and substitution for, and upon surrender and cancellation of the mutilated bond and its coupons, or in lieu of and in substitution for the bond and its coupons so destroyed or lost or stolen. The applicant for such substituted bond shall furnish to the Company and the Trustee evidence satisfactory to each of them of the destruction or loss or theft of such bond and its coupons, if destroyed or lost or stolen, and indemnity satisfactory to both of them in their discretion. The Company may require the payment of a sum not exceeding two dollars for each new bond issued under this Section 2.08, and of the expense which may be incurred by the Company and the Trustee in the premises.

Any bond or coupon issued under the provisions of this Section 2.08, in lieu of any bond or coupon alleged to have been lost, stolen or destroyed, shall constitute an original contractual obligation on the part of the Company, whether or not the bond or coupon so alleged to have been lost, stolen or destroyed be at any time enforceable by anyone, and shall