

cation or designation, and may be endorsed with or have incorporated in the text thereof such legends or recitals with respect to transferability or in respect of the Bond or Bonds for which it is exchangeable and may contain such provisions, specifications and descriptive words, not inconsistent with the provisions of this Indenture as may be determined by the Board and approved by the Trustee; and provision may be made in connection with the issue of coupon Bonds of denominations of less than One thousand dollars or of registered Bonds without coupons for the reservation of the appropriate numbers or other designating marks of the coupon Bonds exchangeable therefor as may be required to comply with the rules and regulations of any stock exchange upon which the Bonds are or are to be listed or to conform with any usage with respect thereto.

SECTION 12. All the Bonds shall, from time to time, be executed on behalf of the Company by its President or one of its Vice Presidents and its corporate seal (which may be in facsimile) shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to the Bonds shall bear the facsimile signature of the present or any future Treasurer of the Company.

In case any of the officers, who shall have signed or sealed any of said Bonds shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the Company, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officers or officers of the Company; and also any such 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 nominal date of such Bond any such person shall not have been such officer of the Company.

Before authenticating any Bond the Trustee, except as provided in Sections 10 and 13 of this Article, shall cut off, cancel and deliver to the Company all matured coupons thereon.

or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication, substantially in the form heretofore recited, executed by the Trustee; and such certificate on any Bond issued by the Company shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

ARTICLE III.

AUTHENTICATION AND DELIVERY OF BONDS

SECTION 1. The aggregate principal amount of Bonds which may be executed by the Company and authenticated and delivered by the Trustee and secured by this Indenture and outstanding at any one time shall not, in any event, exceed the amount at the time permitted by law, but otherwise, except as hereinafter in this Article III provided, is not limited. But the aggregate principal amount of Bonds, which may be so executed, authenticated and delivered hereunder, may, at any time at the election of the Company, evidenced by an Indenture supplemental hereto, be limited to such definite aggregate principal amount as may be specified in such supplemental Indenture. This Indenture shall be and constitute a continuing lien to secure the full and final payment of the principal of, and interest (and premium, if any) on, all Bonds which may, from time to time, be executed, authenticated and delivered hereunder. Subject to Section 3 of Article IV and subject to the terms with respect to any purchase or sinking fund or analogous provisions for any particular series of Bonds as established by any Indenture supplemental hereto, all Bonds and coupons shall in all respects be equally and ratably secured hereby without preference, priority or distinction on account of the actual time or times of the authentication and delivery or maturity of the Bonds and coupons, or any of them, so that all Bonds and coupons at any time outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture, and shall all be equally secured hereby, with like

SECTION 13. Upon receipt by the Company and the Trustee of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, in their discretion, the Company, in its discretion, may execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of the same series and maturity and of like tenor (which may bear such notation as may be required by the rules of any stock exchange upon which the Bonds are listed or are to be listed and having attached the same corresponding coupons, if any, as the mutilated, destroyed, lost or stolen Bond if such Bond were a coupon Bond, or, if such Bond were a registered Bond without coupons, having endorsed thereon the same distinctive number or numbers of the coupon Bond or Bonds in lieu of and in exchange for which such mutilated, destroyed, lost or stolen Bond was issued), in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond and coupons, if any, or, in lieu of and in substitution for the Bond and coupons, if any, so destroyed, lost or stolen. The Company may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of a sum not exceeding Two dollars and, in addition, the expenses, including counsel fees, which may be incurred by the Company and the Trustee in the premises. Any Bond or coupon issued under the provisions of this Section in lieu of any Bond or coupon alleged to be destroyed, lost or stolen, shall constitute an original additional contractual obligation on the part of the Company whether or not the Bond or coupon so alleged to be destroyed, lost or stolen be at any time enforceable by anyone; and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds and coupons issued under this Indenture.

SECTION 14. Subject to the qualifications heretofore set forth, the Bonds and coupons to be secured hereby shall be substantially of the tenor and effect heretofore recited, and no Bonds shall be secured hereby or entitled to the benefit hereof,

effect as if they had all been executed, authenticated and delivered simultaneously on the date hereto, whether the same, or any of them, shall actually be sold or disposed of at such date, or whether they, or any of them, shall be sold or disposed of at some future date, or whether they, or any of them, shall have been authorized to be authenticated and delivered under Section 3 of this Article III, or may be authorized to be authenticated and delivered hereafter pursuant to other provisions of this Indenture.

SECTION 2. Bonds for the aggregate principal amount of Twenty-six million five hundred thousand dollars (\$26,500,000), being the initial issue of Bonds of 3½% Series due 1969, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company. Such Bonds shall be subject to the terms of the Supplemental Indenture dated July 1, 1959, made by the Company and the Trustee and delivered simultaneously herewith, to which reference is hereby made for the provisions and agreements therein contained in respect of the Bonds of 3½% Series due 1969.

SECTION 3. Except as otherwise specifically provided in Section 4(A) and Section 6(b), of this Article III, the Company shall file or deposit with the Trustee, upon any application for the authentication of additional Bonds, pursuant to Sections 4, 5 or 6 of this Article III:

(a) A certified resolution of the Board of Directors authorizing the execution and requesting the authentication and delivery of the additional Bonds applied for in the principal amount therein specified, designating the series of such Bonds, as created by the terms of a Indenture supplemental hereto, and naming the officer or officers of the Company to whom or upon whose order such Bonds shall be delivered;

(b) An officers' certificate stating in substance that: