

conferred upon the holders of bonds of one or more denominations and withheld from the holders of bonds of other denominations of the same series and may in any case be conferred on the holders of registered bonds and withheld from the holders of coupon bonds or vice versa;

(d) reserving to the Company the right to redeem all or any part of the bonds of that series before maturity at the time or times and at a redemption price or prices to be specified in the form of bonds;

(e) in any other respect expressing the terms and conditions upon which such bonds are to be issued under this Indenture.

Section 10. Any series of bonds may be executed, authenticated and delivered originally as coupon bonds and/or as registered bonds without coupons, of such denomination or denominations as the Board of Directors of the Company may from time to time authorize.

Section 11. Every registered bond without coupons shall be dated as of the time of authentication (except that if any registered bond of any series shall be authenticated upon any interest payment date for that series, it shall be dated as of the day following) and shall bear interest from the interest payment day next preceding such date. The coupon bonds of each series of bonds issued hereunder shall be dated as of such date as may be determined by the Board of Directors of the Company and designated in the form established for such series.

Section 12. Any bond may have imprinted thereon any legend or legends required in order to comply with the rules of any stock exchange or to conform to general usage, and the Board of Directors of the Company by resolution may amend any legend on bonds then outstanding so as to comply with such rules or so as to conform to such usage.

Section 13. 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 or Executive Committee of the Company for the purpose, with all unmatured coupons attached (in the case of coupon bonds) and the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor the bond or bonds which the bondholder making the exchange shall be entitled to receive. All bonds so surrendered for exchange and the coupons attached thereto shall be canceled and cremated by the Trustee and a certificate evidencing the cremation thereof shall be delivered to the Company. Upon every transfer of bonds as permitted by the next succeeding Section, and upon every exchange of bonds, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charges required to be paid by the Company and in addition may charge a sum not exceeding two dollars (\$2) for each bond issued upon any such transfer or exchange which shall be paid by the party requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Company shall not be required to make transfers or exchanges of bonds for a period of ten (10) days next preceding any interest day.

Section 14. The Company shall keep at such place or places, if any, as shall be designated for the purpose, books for the registration and transfer of bonds issued hereunder, which, at all reasonable times, shall be open for inspection by the Trustee; and upon presentation for such purpose at any such place or places, the Company will register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any bonds issued under this Indenture and entitled to registration or transfer at such office. Upon the registration of any coupon bond as to principal, the fact of such registration shall be noted on such bond. Upon the transfer of any registered bond without coupons the Company shall issue in the name of the transferee or transferees a new registered bond or new registered bonds of like form and the Trustee shall authenticate and deliver the same to him or them.

Section 15. All bonds issued hereunder 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 shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the fac-simile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon or whose fac-simile signature appears on any coupons, 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 issued, authenticated and delivered with the same force and effect as though the person or persons who signed such bonds and attested the seal thereon or whose fac-simile signature appears on any coupons had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds the Trustee shall cut off, cancel and cremate all matured coupons thereto attached, and shall deliver to the Company a certificate evidencing the cremation thereof.

Section 16. Until definitive bonds of any series issued under this Indenture are ready for delivery, there may be authenticated and delivered and issued in lieu of any thereof, a temporary typewritten, printed, lithographed or engraved bond or bonds substantially of the tenor of the bonds hereinbefore described, with or without one or more coupons, and such temporary bond or bonds may be in such denomination or denominations as the Company may determine. Until exchanged for definitive bonds of the same series, such temporary bond or bonds shall be entitled to the lien and benefit of this Indenture. Upon such exchange, which the Company shall make without any charge therefor, such temporary bond or bonds and any unmatured coupons attached thereto shall be destroyed by the Trustee, and upon the exchange of all said bonds a certificate of such destruction shall be delivered to the Company. When and as interest is paid upon any temporary bond without coupons the fact of such payment shall be noted thereon and interest due on any temporary bond which is represented by a coupon shall be paid only upon presentation and surrender of such coupon for cancellation. Until such definitive bonds are ready for delivery, the holder of one or more temporary bonds may exchange the same on the surrender thereof in bearer form or properly endorsed for transfer if registered, with all unmatured coupons, if any, attached, to the Trustee for cancellation, and shall be entitled to receive temporary bonds of the same series of like aggregate principal amount of such other denominations as the Company may determine to issue in exchange.

Section 17. Upon receipt by the Company and the Trustee of evidence satisfactory to them, of the loss, destruction or mutilation of any outstanding bond hereby secured, and of indemnity satisfactory to them, and upon payment, if the Company shall require it, of a reasonable charge, and upon surrender and cancellation of such bond, if mutilated, and the coupons appertaining thereto, if any, the Company may execute, and the Trustee may authenticate and deliver, a new bond of like tenor and of the same series, to be issued in lieu of such lost, destroyed or mutilated bond.

Section 18. No bonds shall be secured hereby unless there shall be endorsed thereon the certificate of the Trustee, substantially in the form hereinbefore recited, that it is one of the bonds (or temporary bonds) herein described; and such certificate on any such bond shall be conclusive evidence that such bond has been duly authenticated and delivered and is secured hereby.

Section 19. In case of the issue of bonds payable in foreign money only, for the purpose solely of ascertaining the amount of bonds which the Company shall be entitled, from time to time and in the aggregate to have issued or to redeem or purchase under the provisions of this Indenture, or whenever it is necessary to compute the amount of bonds outstanding hereunder, such reasonable equivalents as shall be determined by the Board of Directors of the Company, either before or at the time of authorizing the issue of bonds in any such currency and expressed in such bonds, shall be deemed to be the equivalent of one hundred dollars or any multiple of one hundred dollars, as the case may be. No bonds payable in foreign money only shall, however, be authenticated by the Trustee until fifteen days after a certified copy of the resolutions of the Board of Directors fixing such reasonable equivalents shall have been filed by the Company with the Trustee, and the equivalents set forth in such resolutions shall be deemed reasonable unless within such period of fifteen days the Trustee shall serve notice on the Company (which the Trustee shall be under no duty to do unless requested so to do by the holders of not less than twenty per cent. (20%) in principal amount of the bonds outstanding hereunder) that in the opinion of the Trustee such equivalents are not reasonable, and in the event of the service of such a notice by the Trustee such reasonable equivalents as may be agreed upon by the Company and the Trustee shall be deemed to be the equivalent of one hundred dollars or multiples of one hundred dollars, as the case may be.

Section 20. Notwithstanding any of the provisions hereinbefore in this Article II contained to the contrary, which said contrary provisions shall not be applicable to the bonds in this section described, there shall be a series of bonds designated "5% Series of 1956" (herein referred to as the "1956 Series"), each of which shall also bear the descriptive title First and Refunding Mortgage Gold Bond, and the form thereof and of the appurtenant coupons, which shall be established by resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section 20 specified. Bonds of the 1956 Series shall mature April 1, 1956, and shall be issued as Coupon Bonds in denominations of One thousand dollars and Five hundred dollars and, at the option of the Company, in denominations of One hundred dollars, registerable as to principal, and as Registered Bonds without coupons in denominations of One thousand dollars and Five hundred dollars and, at the option of the Company, in any other multiple or multiples of One thousand dollars; they shall bear interest at the rate of five per centum (5%) per annum, payable semi-annually on April 1 and October 1 of each year; both principal and interest to be payable at the office or agency of the Company in the Borough of Manhattan, in the City of New York, in United States gold coin of or equal to the standard of weight and fineness existing on April 1, 1926, without deduction either from principal or interest on account of any Federal income tax (except such portion of any Federal income tax as shall be in excess of 2% per annum) which the Company or the Trustee may be required or permitted to pay thereon or to retain or deduct therefrom by virtue of any present or future law or requirement of the United States of America. Coupon Bonds of the 1956 Series shall be dated April 1, 1926, and Registered Bonds without coupons of the 1956 Series shall be dated as in Section 11 hereof provided. Bonds of the 1956 Series shall be redeemable at the option of the Company as a whole or in part, any time prior to