

principal or interest or both of the bonds of such series, in such manner and to such extent as the Board of Directors of the Company shall determine, shall be payable without deduction for any or all taxes, assessments and governmental charges, and any such provision shall be appropriately expressed in the bonds of such series and/or the coupons appertaining to the coupon bonds of such series, and said bonds or any supplemental indenture pursuant to which the same are issued may include in the text thereof, or have endorsed thereon, a covenant and agreement by the Company to pay such taxes, assessments and governmental charges to the extent determined by the Board of Directors of the Company; and (c) upon such terms and conditions as the Board of Directors of the Company may determine, for the payment, in whole or in part, of any taxes of any nature which may be assessed upon such bonds or against the holder or holders thereof by any state or other taxing authority, or for the reimbursement, in whole or in part, to the holder or holders of such bonds for the payment by him or them of any such taxes, and may further provide for the payment or reimbursement by the Company, in whole or in part, of any tax or taxes which may be assessed upon the income received from any such bonds by reason of the receipt of such income by the holders thereof, and said bonds or any supplemental indenture pursuant to which the same are issued may include in the text thereof, or have endorsed thereon, a covenant by the Company to pay any such taxes or to make such reimbursement to the extent so determined by the Board of Directors of the Company.

§1.07. The Company may, in any series of bonds, stipulate and agree that the principal of each of such bonds may be converted, at the option of the holder, into the capital stock or obligations of the Company, of any class, upon such terms and conditions as the Board of Directors may determine, and may cause appropriate insertions to be made in the text of such bonds, or any supplemental indenture pursuant to which the same are issued, for the purpose of stating such agreement with respect to conversion and the terms and conditions thereof. Any series of the bonds may carry warrants (either detachable or non-detachable) entitling the holder to purchase capital stock or obligations of the Company of any class and upon any terms therein stated.

§1.08. The bonds of each series and the coupons to be attached to the coupon bonds may contain such other provisions, specifications, descriptive words and recitals and may have such legends printed, lithographed or engraved thereon, not inconsistent with the provisions of this Indenture, as may be required to comply with the rules of any stock exchange or to conform to usage in respect thereof.

§1.09. The resolutions of the Board of Directors of the Company authorizing the creation of any new series of the bonds shall set forth the form thereof, with its distinctive designation, and in every case of a request by the Company to the Trustee for the authentication thereof, whether in temporary or definitive form, the Company (unless and except insofar as such matters shall be specially provided for herein or in a resolution or resolutions duly adopted by said Board of Directors, and which shall have been previously delivered to the Trustee) shall deliver to said Trustee, in addition to the documents, if any, required by any other provisions of this Indenture, a copy of the resolutions, certified by the Secretary or an Assistant Secretary of the Company, under its corporate seal, to have been duly adopted by said Board of Directors, fixing, with respect to the bonds of such series, the tenor and distinctive designation thereof, the denominations, method of numbering, interchangeability, whether registerable as to principal, whether such bonds are to be coupon bonds and/or registered bonds without coupons, dates of issue and maturity, interest rate and payment dates, place or places of payment, transfer, exchange and registration and whether with or without deduction for taxes, and whether with or without reimbursement of taxes, the price or prices and the terms and conditions upon which the bonds of such series may be redeemed, and the sinking fund requirements, conversion privileges and other provisions, if any.

The Company may, however, anything elsewhere herein to the contrary notwithstanding, at any time or from time to time subsequent to the creation of any series of the bonds, by resolution of its Board of Directors (a certified copy of which shall be furnished to the Trustee), provide for the issuance of additional denominations of the bonds of such series and/or for the issuance of registered bonds without coupons even though not originally provided for, and/or for further exchangeability of the different forms and denominations of bonds of such series then or theretofore authorized; *provided, however*, that in no case shall the holders of subsequently issued bonds of such series be given any privileges not then or theretofore made available to the holders of the previously issued bonds of such series.

The foregoing matters in respect of any series of the bonds hereafter created may, at the option of the Company, and if so requested by the Trustee shall, be set forth in a supplemental indenture to be executed and delivered by the Company to the Trustee, and in that event the resolutions of said Board of Directors required by this §1.09 may set forth said matters by reference to such supplemental indenture, and shall authorize the execution and delivery thereof on the part of the Company.

§1.10. The 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 attested by its Secretary or one of its Assistant Secretaries. The bonds shall then be delivered to the Trustee for authentication by it, and thereupon, as provided in this Article and in Article 2 and not otherwise, said Trustee shall authenticate and deliver the same upon the written order of the Company.

Before authenticating and delivering any coupon bonds, the Trustee shall, except as provided in §1.21, detach and cancel any coupons then matured, and shall deliver the same to the Company upon its written request. Only such of the bonds as shall have been authenticated by the Trustee, by signing the form of certificate endorsed thereon, and only the coupons, if any, for interest on such bonds shall be valid or obligatory for any purpose or be secured by this Indenture, or shall be entitled to any lien or benefit hereunder, and such certificate of the Trustee shall be conclusive evidence that the bond so authenticated was duly authorized for issue hereunder and that the holder or registered owner thereof (other than the Company) is entitled to the lien hereof and the benefit of the trusts hereby created.

§1.11. In case the officer who shall have signed any bond or attested the seal thereon shall cease to be such officer of the Company before the bond so signed and sealed shall have been actually authenticated and delivered by the Trustee or issued by the Company, nevertheless, such bond may be authenticated and delivered and issued as though the person or persons who signed such bond and attested the seal thereon had not ceased to be such officer or 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 thereof shall be the proper officers of the Company, although at the date of such bond such persons shall not have been such officers of the Company.

§1.12. The coupons to be attached to the coupon bonds shall bear the engraved or lithographed facsimile signature of the present or of any future Treasurer of the Company, and, for that purpose, the Company may adopt and use the engraved or lithographed facsimile 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 when such bonds shall be actually authenticated, delivered and issued.

§1.13. The Company shall keep, at such place or places as shall be designated in the bonds from time to time issued and outstanding under this Indenture, offices or agencies where such bonds may be pre-