

MORTGAGE OF REAL ESTATE

STATE OF NEW YORK - JAMES O. GIBBONS

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 not 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 the 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 officer 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 persons shall not have been such officer of the Company.

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

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 in their discretion, of indemnity satisfactory to both of them, 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 (having attached the same corresponding coupons, if any, as the mutilated, destroyed, lost or stolen Bond if such Bond was a coupon Bond, or, if such Bond was 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 mutilated Bond and coupons, if any, or in~~ *lieu of and in substitution for, 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 the cost of preparation of such Bond, 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 benefit of this Indenture with all other Bonds and coupons issued under this Indenture.

SECTION 14. Subject to the qualifications hereinbefore set forth, the Bonds and coupons to be secured hereby shall be substantially of the tenor and effect hereinbefore recited, with appropriate notations, legends, insertions, omissions, substitutions and variations, as may be required to comply with the rules of any stock exchange upon which the Bonds are listed, or to conform to usage in respect thereto, and no Bond shall be secured hereby or entitled to the