

MORTGAGE OF REAL ESTATE

37276 PROVENOR-JANARD CO.-ORRENVILLE

benefit hereof, 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 hereinbefore 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 I. The aggregate principal amount of Bonds (excluding any Bonds which may be executed and authenticated in lieu of or in substitution or exchange for or upon the transfer of other Bonds pursuant to any provisions of Article II except Section 13 thereof) which may be executed by the Company and authenticated and delivered by the Trustee and secured by this Indenture shall not, in any event, exceed the lesser of (i) the amount at the time permitted by law or (ii) Fifty million dollars (\$50,000,000) and is further limited as hereinafter in this Article provided. 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, authorized by the affirmative vote of a majority of the entire Board of Directors, be further 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 2 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 this Indenture or 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, of 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 effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, 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 2 of this Article, 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 Six million two hundred and fifty thousand dollars (\$6,250,000), being the initial issue of Bonds of 3 3/4% Series due 1966, 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 evidenced by a writing or writings signed by its President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, on the conditions and in the manner and subject to the terms hereinafter in this Section set forth; but only upon receipt by the Trustee, contemporaneously therewith or prior thereto, of (i) evidence satisfactory to the Trustee that the sum of \$6,720,040 has been deposited with City Bank Farmers Trust Company, New York, N. Y., as the trustee under the Mortgage and Deed of Trust dated July 1, 1914 by the Company to The Farmers' Loan and Trust Company (now City Bank Farmers Trust Company), a corporation organized and existing under the laws of the State of New York, as trustee, securing the Company's First Mortgage Forty-Year Gold Bonds outstanding in the principal amount of \$6,251,200 to be held in trust and applied by said trustee to the redemption on January 1, 1937 at 105% of the principal amount thereof and accrued interest to the redemption date, (ii) a certified resolution or certified resolutions (y) calling for redemption on January 1, 1937 all of the outstanding First Mortgage Forty-Year Gold Bonds of the Company and (z) irrevocably authorizing the trustee