

an equivalent obligation for principal and interest and having endorsed thereon respectively the serial numbers of the surrendered coupon bonds. Such registered bond or bonds without coupons shall in turn be re-exchangeable for coupon bonds of the denominations and serial numbers thus endorsed.

Section 3. The holder or registered owner of any one hundred dollar (\$100.) coupon bonds of this issue bearing the same rate of interest may at any time surrender the same in lots of one thousand dollars (\$1,000.) each in principal amount (accompanied, if registered, by a written instrument of transfer, duly executed) with all unmatured coupons thereto belonging, at any registration and transfer agency of the Mortgagor Company for cancellation and exchange, and thereupon the Mortgagor Company shall, on payment of the transfer charge, if any, provided for in Section 4 of this Article, deliver to such holder, owner or transferee, as the case may be, a coupon bond or coupon bonds of the denomination of one thousand dollars (\$1,000.) each, representing an equivalent obligation for principal and interest. There shall always be reserved uncanceled a sufficient number of one thousand dollar (\$1,000.) coupon bonds to represent all one hundred dollar (\$100.) coupon bonds at any time outstanding, and each one thousand dollar (\$1,000.) bond thus issued in exchange for one hundred dollar (\$100.) bonds shall bear the lowest serial number reserved for that purpose.

Section 4. For any exchange or transfer of bonds involving the issuance of any new bond or bonds, the Mortgagor Company, at its option, may require the payment of a sum sufficient to reimburse it and the Trustee for any stamp tax or any other governmental charge connected with such exchange or transfer and of the further sum of not exceeding one dollar (\$1.) for each new bond issued.

Section 5. In order to carry out the provisions of said bonds and of this Indenture in respect of the exchange and transfer of bonds, the Mortgagor Company shall and will from time to time execute and deliver to the Trustee and the Trustee shall certify and deliver such additional coupon bonds and such additional registered bonds without coupons in various denominations as may be required for carrying out said provisions; provided, however, that simultaneously with, or prior to, each certification and delivery to effect an exchange or transfer there shall be surrendered and cancelled, bonds representing an equivalent obligation for principal and interest.

### ARTICLE THREE.

#### PARTICULAR COVENANTS OF THE MORTGAGOR COMPANY

Section 1. The Mortgagor Company covenants that it will duly and punctually pay, or cause to be paid, to the holder, or registered owner as the case may be, of any bond secured by this Indenture, the principal and interest accruing thereon (the interest on all coupon bonds to be paid to the bearer of the coupons), at the dates and places and in the manner mentioned in such bond or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed by the United States of America, or by any state, county or municipality therein, which the Mortgagor Company or the Trustee may be required to pay thereon or authorized to retain therefrom under or by reason of any present or future law; and when and as paid all such coupons shall be forthwith cancelled.