

par value of such stock. At the time of such conversion any difference between the accrued interest on the bonds and the accruing dividends on the stock, if a cash dividend has been declared within six months prior to such conversion, shall be adjusted in cash, said dividends to be computed at the rate per annum of said last previous cash dividend; but if no cash dividend has been paid within said period of six months, the conversion shall be made at the above rate for bonds and stock without any allowance for interest or dividends. In case this bond is called for redemption or called for purchase with moneys in the Sinking Fund the holder hereof may still exercise his right of conversion, provided he gives the required notice at least ten (10) days prior to the date fixed for redemption or purchase.

This bond may be registered as to principal at any of the Company's three agencies viz: in the Borough of Manhattan, City of New York, N.Y., in Boston, Mass., and in Philadelphia, Pa., and at any other registration agency which the Company may establish, such registry to be noted on this bond. After such registry no transfer shall be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on this bond, but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored. This bond may again from time to time be registered or discharged from registry in the same manner. No registration, however, shall affect the negotiability of the coupons, which shall continue transferable by delivery merely, and the payment thereof to bearer shall fully discharge the Company in respect of the interest therein mentioned, whether or not this bond shall have been registered.

The holder or registered owner of this and other one thousand dollar (\$1,000) and five hundred dollar (\$500) coupon bonds of this series may, as provided in said Indenture and upon payment of the transfer charge, if any, as therein provided, surrender the same in appropriate principal amount with all unmatured coupons thereto belonging for cancellation and exchange for a registered bond or bonds without coupons-but only in denominations of one thousand dollars (\$1,000), five thousand dollars (\$5,000), ten thousand dollars (\$10,000) or fifty thousand dollars (\$50,000) representing an equivalent obligation for principal and interest and having endorsed thereon respectively the series and numbers of the surrendered coupon bonds. Such registered bond or bonds without coupons shall be in turn be re-exchangeable for coupon bonds of the denominations, series and numbers thus endorsed.

No recourse shall be had for the payment of any part of the principal of or interest on this bond against any incorporator, or any past, present or future stockholder, officer or director of the Company or of any successor corporation, either directly or through the Company, by virtue of any statute or constitution or by the enforcement of any assessment or otherwise, any and all individual liability of the said incorporators, stockholders, officers and directors of the Company or of any successor corporation being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived.

This bond shall not be valid or become obligatory for any purpose until and unless authenticated by the execution by the Trustee undersigned Indenture of the certificate hereon endorsed.

In Witness whereof, Portland, Railway, Light and Power Company has caused these presents to be signed by its President or Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and has caused the attached interest coupons to be authenticated by the fac-simile signature of its