

OR AGREEMENT HEREIN CONTAINED.

SEC. 12. THE VARIOUS RESOLUTIONS, CERTIFICATES, OPINIONS, APPROVALS, DIRECTIONS, ORDERS, CONSENTS AND OTHER WRITINGS OR INSTRUMENTS HEREINBEFORE MENTIONED IN THIS ARTICLE SHALL BE CONCLUSIVE IN FAVOR OF THE TRUSTEES AS TO ALL MATTERS THEREIN STATED, AND EACH OF THEM, AND SHALL CONSTITUTE FULL AND COMPLETE AUTHORITY TO THE TRUST COMPANY FOR THE AUTHENTICATION AND DELIVERY OF BONDS, THE PAYMENT OF CASH AND/OR THE TAKING OF ANY OTHER ACTION ON THE FAITH THEREOF, WITHOUT ANY OBLIGATION ON THE PART OF EITHER OF THE TRUSTEES TO MAKE ANY INVESTIGATION IN THE PREMISES, OR TO SEE TO THE USE OR APPLICATION OF ANY OF SAID BONDS OR THEIR PROCEEDS.

### ARTICLE III.

SECTION 1. THE COMPANY COVENANTS THAT IT WILL DULY AND PUNCTUALLY PAY THE PRINCIPAL OF AND INTEREST ON EVERY BOND ISSUED HEREUNDER AND SECURED HEREBY, AT THE DATES AND PLACE OR PLACES AND IN THE MANNER SPECIFIED IN SUCH BOND, OR IN THE COUPONS THERETO BELONGING, ACCORDING TO THE TRUE INTENT AND MEANING THEREOF. THE INTEREST ON COUPON BONDS TO THE DATE OF THEIR FIXED MATURITY SHALL BE PAYABLE ONLY IN ACCORDANCE WITH THE TERMS OF AND UPON PRESENTATION OF THE SEVERAL COUPONS FOR SUCH INTEREST AS THEY RESPECTIVELY MATURE, AND, WHEN PAID, SUCH COUPONS SHALL FORTHWITH BE CANCELLED. THE COMPANY ALSO AGREES TO PAY INTEREST ON ALL OVERDUE PRINCIPAL AND/OR INSTALLMENTS OF INTEREST IN RESPECT OF EACH BOND HEREBY SECURED AT THE COUPON RATE, (AS THAT TERM IS DEFINED IN SECTION 2 OF ARTICLE XV OF THIS INDENTURE). THE COMPANY FURTHER COVENANTS THAT IT WILL NOT DIRECTLY OR INDIRECTLY EXTEND OR ASSENT TO THE EXTENSION OF THE TIME FOR THE PAYMENT OF ANY COUPON OR CLAIM FOR INTEREST UPON ANY OF THE BONDS HEREBY SECURED AND WILL NOT DIRECTLY OR INDIRECTLY BE A PARTY TO OR APPROVE OF ANY ARRANGEMENT FOR ANY SUCH EXTENSION BY PURCHASING SAID COUPONS OR CLAIMS OR ANY OTHER MANNER.

SEC. 2. THE COMPANY COVENANTS THAT WHILE ANY BONDS ISSUED HEREUNDER ARE OUTSTANDING, IT WILL KEEP AN OFFICE OR AGENCY IN THE CITY OF CHICAGO, ILLINOIS, AND AT SUCH OTHER PLACE OR PLACES AS MAY BE SPECIFIED IN ANY SUCH BONDS, WHERE NOTICES, PRESENTATIONS AND DEMANDS TO OR UPON THE COMPANY IN RESPECT OF SAID BONDS OR THEIR COUPONS OR THIS INDENTURE MAY BE GIVEN OR MADE, AND FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON. THE COMPANY WILL FROM TIME TO TIME GIVE THE TRUSTEES WRITTEN NOTICE OF THE LOCATION OF SUCH OFFICES OR AGENCIES, AND IN CASE THE COMPANY SHALL FAIL TO MAINTAIN SUCH OFFICES OR AGENCIES OR TO GIVE THE TRUSTEES WRITTEN NOTICE OF THE LOCATION THEREOF, ANY SUCH NOTICE, PRESENTATION OR DEMAND IN RESPECT OF SAID BONDS OR COUPONS OR THIS INDENTURE MAY BE GIVEN OR MADE AT THE PRINCIPAL OFFICE OF THE TRUST COMPANY IN THE CITY OF CHICAGO, ILLINOIS.

SEC. 3. THE COMPANY, AT THE OFFICE OF THE TRUST COMPANY (WHICH IS HEREBY APPOINTED REGISTRAR FOR THE COUPON BONDS OF SERIES A), IN THE CITY OF CHICAGO, ILLINOIS, AND/OR AT SUCH OTHER OR DIFFERENT PLACE OR PLACES AS MAY BE SPECIFIED IN ANY BOND ISSUED HEREUNDER, WILL KEEP A REGISTER OR REGISTERS FOR THE REGISTRATION AND TRANSFER OF COUPON BONDS<sup>ISSUED</sup> HEREUNDER, IN WHICH THE BOND REGISTRAR OR REGISTRARS OF THE COMPANY WILL REGISTER, SUBJECT TO SUCH REASONABLE REGULATIONS AS THEY MAY RESPECTIVELY PRESCRIBE (BUT WITHOUT EXPENSE TO THE HOLDER) ANY COUPON BONDS ISSUED HEREUNDER AND SECURED HEREBY WHICH ARE SUBJECT TO REGISTRATION AT SUCH PLACE OR PLACES.

UPON PRESENTATION TO THE BOND REGISTRAR OF ANY SUCH REGISTERED COUPON BOND,