

operating expenses,

(2) investment income, and

(3) actual cash profits realized from the sale of securities or capital assets.

ARTICLE TWO.

The Bonds.

Section 1. The issue of bonds hereunder is hereby limited as to aggregate principal amount to the initial issue of \$500,000 in aggregate principal amount of Series A bonds authorized to be authenticated by Section 6 of Article Three hereof and to additional issues of bonds of any series (including Series A) in the amounts permitted under the terms of Articles Four, Five and Six hereof. The aggregate principal amount of bonds of all series which may at any one time be outstanding under this Indenture shall not exceed the lesser of (a) Nine Hundred and Ninety-nine Thousand Nine Hundred and Ninety-nine Dollars or (b) the limit of indebtedness of the Company, if any, as fixed from time to time by its stockholders, or (c) the amount permitted by law.

Section 2. This Indenture creates a continuing lien to secure the full and final payment of the principal of and interest on all the bonds which may, from time to time, be issued, authenticated and delivered hereunder. All bonds issued under and in pursuance of this Indenture and at any time outstanding, and the coupons thereunto appertaining, shall in all respects, subject to the provisions and qualifications in this Indenture contained, be equally and ratably secured hereby without preference, priority or distinction, on account of the actual time or times of the issue of said bonds, or any of them, so that all bonds at any time issued and "outstanding hereunder" shall have the same rights, lien and preferences under and by virtue of this Indenture, and shall all be equally secured hereby, subject to the provisions and qualifications in this Indenture contained, with like effect as if they had all been authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be authenticated or delivered, or sold or disposed of at some future date.

Section 3. The bonds issued under and secured by this Indenture shall be issuable in series and shall be designated by suitable descriptive words which shall always include the words "First Mortgage", with appropriate insertions and changes and designations in such title, descriptive of the respective series of bonds, as may be determined by the Board of Directors and set forth in the indenture supplemental hereto creating such series. The text of the bonds and of the coupons, if any, appertaining thereto and of the certificate of the Trustee, shall be substantially of the tenor and purport of the bonds of Series A above recited, with appropriate insertions, omissions, substitutions and variations in case of bonds of different denominations and different series, and in all other respects not inconsistent with the terms of this Indenture.

Section 4. All bonds of the same series shall be identical in tenor and effect, except as hereinafter in this section provided, and except, that the same may be of different denominations, may consist of coupon bonds (which may or may not be registerable as to principal) or registered bonds without coupons, or both, and may contain such variations in tenor and effect as are incidental to such differences. All coupon bonds of the same series, whenever issued, shall bear the same date. Each registered bond without coupons of each series shall be dated as of the interest payment date next preceding the date of its authentication upon, or as of, which interest payment date, payment of interest was last made upon bonds of such series, unless (a) issued on an interest payment date to which interest was paid upon bonds of that series, in which event it shall be dated as of the date of issue, or (b) issued prior to the occurrence of the first interest payment date on which