

property (or sold in lieu of and in reasonable anticipation of any such event), as provided in the Indenture, at the price of 103% of the principal amount thereof if redeemed prior to January 1, 1957, and thereafter at a price equal to one-half of the sum of the then applicable price at which the bonds of this series may be redeemed for the sinking fund and the then applicable price at which such bonds may be redeemed at the option of the Company, together in each case with interest accrued thereon to the redemption date.

In the event of the selection for redemption (whether for the sinking fund or otherwise) of a portion only of the principal of this bond, payment of the redemption price will be made only upon presentation of this bond for notation hereon of such payment of the portion of the principal amount of this bond so called for redemption or upon surrender of this bond in exchange for a bond for the unredeemed balance of the principal amount of this bond.

Anything herein or in the Indenture to the contrary notwithstanding, so long as the above-mentioned right of conversion shall exist in respect of this bond, that portion of the principal amount of the indebtedness evidenced by this bond which is convertible into Common Stock as aforesaid shall not be redeemable, whether at the option of the Company, through the operation of any sinking fund, out of moneys received by the Trustee or otherwise. The redemption of any portion of this bond shall not affect or reduce the right of conversion evidenced hereby.

To the extent permitted by, and as provided in, the Indenture, modifications or alterations of the Indenture, or of any indenture supplemental thereto, and of the bonds issued thereunder, and of the rights and obligations of the Company and the rights of the bearers and registered owners of the bonds and coupons, may be made with the consent of the Company and with the written approval or consent of the bearers or registered owners of not less than 66 $\frac{2}{3}$ % in principal amount of the bonds outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than 66 $\frac{2}{3}$ % in principal amount of each series; provided, however, that in case more than one series of bonds shall be outstanding under the Indenture and any such modifications or alterations shall affect the rights of the holders of bonds of one or more series and shall not affect the rights of the holders of bonds of one or more other series, then such approval or consent shall be required only of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the bonds of the series

the rights of the holders of which are affected; and provided also, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of each bond affected thereby (a) impair or affect the right of such bearer or registered owner to receive payment of the principal of and premium, if any, and interest on such bond at the specified rate, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the bearers or registered owners of which modifications or alterations may be effected as aforesaid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at said office of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in said Indenture, and thereupon a new registered bond or bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee in exchange herefor, or the registered owner of this bond at his option may surrender the same, with or without others of like form and series, for cancellation at said office and receive in exchange herefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations or coupon bonds of the same series of the denomination of One Thousand Dollars (\$1,000), upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth. In like manner, any such coupon bonds with all unmatured coupons attached (so long as the same shall not have been called for redemption) may in turn be exchanged for a like aggregate principal amount of registered bonds. *Anything herein or in the Indenture to the contrary notwithstanding, so long as the above-mentioned right of conversion shall exist in respect of any bonds of this series, no bonds of this series shall be issued in coupon form. Bonds of this series issued upon any transfer or exchange shall be entitled to the same rights of conversion into Common Stock to which the surrendered bond or bonds were entitled.*

The Company, the Trustee, any paying agent, and any registrar may deem and treat the person in whose name this bond is