MORTGAGE OF REAL ESTATE

Upon the transfer of any fully registered bond, the Corporate Trustee shall authenticate and the Company shall issue in the name of the transferee or transferees a new fully registered bond or new fully registered bonds, of the same series for a like principal amount. All fully registered bonds so surrendered for transfer shall be canceled by the Corporate Trustee.

SECTION 14. All bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Viee\*Presidents and its corporate seal or a facsimile there of shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any coupon, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any coupon had not ceased to be such officer of officers of the Company. Before authenticating any coupon bonds, the Corporate Trustee shall cut off, cancel and cremate all matured coupons thereto attached (except as other wise provided or permitted in Sections 12 and 16 hereof), and shall deliver to the Company a certificate evidencing the cremation thereof.

SECTION 15. There may be authenticated and delivered and issued from time to time in lieu of)or in exchange for) any definite bond or bonds authenticated under this Indenture one or more temporary typewritten, printed, lithographed or engraved bonds substantially of the tenor of the bonds hereinbefore described, with or without one or more coupons, and with or without the privilege of registration as to principal only, or as to both principal and interest, and such temporary bond or bonds may be in such denomination or denominations as the Board of Directors of the Company may determine. Definitive bonds may be in the form of fully engraved bonds, or lithographed bonds or (in the case of fully registered bonds) printed bonds on engraved borders. Until a definite bond or bonds secured hereby are issued in exchange therefor, each such pemporary bond or bonds shall be entitled to the Lien and benefit of this Indenture. Upon the exchange by the Company of definite coupon bonds or definitive fully registered bonds for temporary bonds (which exchange the company shall make on request, of, and without charge to, the holder, when definitive bonds are ready for delivery) such temporary bond or bonds and any unmatured coupons appertaining thereto shall be canceled by the Corporate Trustee and upon the request of the Company may be cremated by the Corporate Trustee and a certificate evidencing such cremation delivered to the Company. When and as interest is paid upon any unregistered temporary bond without coupons, the fact of such payment shall be noted thereon and interest due on any temporary bond which is represented by a coupon shall be paid only upon presentation and surrender of such coupon for cancellation. Temporary bonds without coupons of any series shall bear interest from the beginning of the current interest period for bonds of that series in which such temporary bonds without coupons shall be authenticated. The holder of one or more temporary bonds may exchange the same on the surrender thereof, for cancellation, in bearer form or, if registered, accompained by a written instrument or instruments of transfer in form approved by the register, duly executed by the registered holder or by his duly authorized attorney, with all unmatured coupons, if any, appertaining thereto, at the office or agency of the Company, and shall be entitled to receive a temporary bond or bonds of the same series of like aggregate principal amount of such other denominations as the Board of Directors of the Company may determine to issue in exchange.

SECTION 16. Upon receipt by the Company and the Corporate Trustee of evidence satisfactory to them, of the loss, destruction or mutilation of any bond Outstanding hereunder and the coupons appertaining thereto, and of indemnity satisfactory to them, and upon payment, if the Company shall require it, of a reasonable charge and upon reimbursement to the Company and the Corporate Trustee of all reasonable expense incident thereto, and upon surrender and cancellation of such bond, if mutilated, and the coupons appertaining thereto, if any, the Company may execute, and the Corporate Trustee shall thereupon authenticate and deliver, a new bond of like tamor and of the same series, in lieu of such lost, destroyed or mutilated bond, or if any such bond or any coupon shall have matured or be about to mature, instead of issuing a substituted bond or coupon the Company may pay the same without surrender thereof, Any indemnity bonds shall name as obligees the Company, the Trustees, and if requested by the Company, any paying agent.

SECTION 17. No bond shall be secured hereby unless there shall be indorsed thereon the certificate of the Corporate Trustee, substantially in the form hereinbefore recited, that it is one of the bonds (or temporary bonds) of the series therein designated, herein described or provided for; and such certificate on any such bond shall be conclusive evidence that such bond has been duly authenticated and delivered and when issued will be secured hereby.

SECTION 18. The Company may provide for effecting the payment of principal of and/or interest on bonds of any series at one or more places in foreign countries, provided that such payment shall be only the stated amount of such principal and/or interest in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, or the equivalent thereof in the appropriate local foreign currency at the buying rate at