

(FORM OF TRUSTEE'S CERTIFICATE)

This is one of the Bonds, of the Series designated therein, described in the within mentioned Original Indenture and Supplemental Indenture.

THE EQUITABLE TRUST COMPANY OF NEW YORK,

Trustee,

By

Assistant Secretary.

SECTION 3. If any subsequent series of Bonds shall not include in its designation the words "First and Refunding", in such sequence or shall include in its designation the word "Mortgage", the Company agrees that it will, upon surrender of any outstanding Bonds of Series C deliver to the bearer or registered holder thereof at his expense a new Bond identical in form in all respects with the Bonds of Series C but bearing the same designation as such subsequent Series in so far as such words are concerned.

SECTION 4. So long as any Bonds of Series C are outstanding, the form and provisions of Bonds of any other series and the terms of the supplemental indenture or indentures respectively providing for the issuance thereof, may differ from the Bonds of Series C and the provisions hereof applicable to the Bonds of Series C only in the following respects; (a) name or designation; (b) date; (c) date or dates of maturity; (d) interest rate; (e) weight and fineness of gold coin and currencies, domestic or foreign, and at fixed or other rates of exchange in which payable; (f) denominations and numbering; (g) provisions for issuance in coupon or registered form, privileges of registration and of interchange; (h) covenants regarding taxes, assessments or governmental charges, without deduction for which principal and/or interest shall be payable; (i) covenants regarding taxes, assessments or governmental charges in respect of which the bondholder is to be reimbursed; (j) provisions regarding right of redemption, redemption premium and method of redemption; (k) conversion privileges; (l) authorized amount of series; (m) place or places where payable; (n) covenants regarding sinking or other funds and their disbursement; (o) provisions for default and remedies and rights thereunder; (p) provisions for security, releases of property, issuance of bonds and earnings restrictions; (q) provisions for reports or statements to be made or filed; (r) covenants concerning pledged stock and conduct of business of Company or subsidiaries and (s) covenants concerning possession of trust estate; provided, however, that so long as any Bonds of Series C shall be outstanding, Bonds of other series or the supplemental indenture or indentures providing for the issuance thereof shall not contain any provisions of the nature enumerated in Clauses (b), (p), (q), (r) and (s) different from those contained in the Original Indenture or this Supplemental Indenture unless such provisions shall, by their terms, become effective only after the retirement of all the Bonds of Series C; nor shall they contain any provisions entitling the holder of any Bond of such other series to the payment of more than the principal amount thereof and accrued interest to the date of payment at the due date or upon maturity by reason of default; nor shall any other series have a maturity within one year prior to May 1, 1937; but they may contain covenants, the breach of which might (under circumstances therein to be stated) be an event of default, in addition to the covenants herein and in the Original Indenture contained.

SECTION 5. The holder of any coupon Bond of Series C may have the ownership thereof registered on the books for the registration and transfer of Bonds kept by the Company at its office or agency in the Borough of Manhattan, City and State of New York mentioned in Section 7 of Article I of the Original Indenture, and such registration noted on the Bond,

Whenever any coupon Bond or Bonds of Series C aggregating in principal amount \$1,000 or a multiple thereof, with all unmatured coupons thereunto belonging shall be surrendered at