cipal amount of coupon Bonds not registered as to principal then outstanding bears to the total principal amount of Bonds then outstanding. The particular coupon Bonds not registered as to principal to be so redeemed shall be determined by lot in any manner deemed by the Principal Trustee to be fair and proper. The portion of any fully registered Bonds to be redeemed shall be in the principal amount of $1,000, or a multiple thereof. Such allocations as may be requisite for the purposes of this Section shall be made by the Principal Trustee in its uncontrolled discretion.

Section 3. The provisions of *§5.02*, *§5.03* (as modified by Section 2 above), *§5.04* and *§5.05* of the Original Indenture shall be applicable to Bonds of the 1974 Series.

Section 4. The holder of each and every Bond of the 1974 Series issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article II and in Article III of this Supplemental Indenture provided.

ARTICLE III.

Sinking Fund for Bonds of the 1974 Series

Section 1. For the purpose of this Article, the first day of July, 1955 and the first day of July in each year thereafter to and including July 1, 1973 are called "Sinking Fund Payment Dates." If any of said days is a Sunday or a legal holiday or a day on which banking institutions are authorized pursuant to law to remain closed and on which the principal office of the Principal Trustee is not open for business, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

Section 2. The Company covenants and agrees that it will on July 1, 1955 create, and so long as any of the Bonds of the 1974 Series

are outstanding maintain, a Sinking Fund for the Bonds of the 1974 Series, and that it will pay to the Principal Trustee on (or before, as hereinafter provided) each Sinking Fund Payment Date, so long as any Bonds of the 1974 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at the principal amount thereof and accrued interest to the date fixed for redemption (herein called the "Sinking Fund redemption price"), $120,000 aggregate principal amount of Bonds of the 1974 Series.

Section 3. The Company may satisfy all or any part of its obligations as aforesaid by the surrender to the Principal Trustee, on any Sinking Fund Payment Date, of Bonds of the 1974 Series then outstanding accompanied by all unmatured coupons appertaining thereto, and the Company may utilize for such purpose Bonds of the 1974 Series which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof, each Bond so surrendered to be received by the Principal Trustee in lieu of cash in an amount equal to the current Sinking Fund redemption price of such Bond.

Section 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the retirement of Bonds of the 1974 Series as provided in this Article.

Section 5. Not less than seventy (70) days prior to each Sinking Fund Payment Date, the Company will deliver a statement of the Company to the Principal Trustee stating the aggregate principal amount and serial numbers of Bonds of the 1974 Series which the Company intends to surrender on the next succeeding Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Article and deducting from the principal amount of Bonds required to be retired on said Sinking Fund Payment Date the aggregate principal amount of Bonds of the 1974 Series which the Company states