

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President, or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of the Seventh Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of the Seventh Series or required for the purchase of Bonds of the Seventh Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of the Seventh Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of the Seventh Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall apply such funds to the redemption of the Bonds of the Seventh Series or portions thereof in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution notify the Company of the particular Bonds of the Seventh Series or portions thereof to be redeemed.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Twenty-five Thousand Dollars (\$25,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of the Seventh Series or for the redemption of Bonds of the Seventh Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of Bonds of the Seventh Series or portions thereof in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of the Seventh Series or portions thereof to be redeemed.

Any Bonds of the Seventh Series delivered to, or purchased or redeemed by the Trustee pursuant to the provisions of this Section

shall forthwith be cancelled by the Trustee and delivered to the Company and shall not be reissued, and so long as any Bonds of the Seventh Series are outstanding no Bonds of the Seventh Series so delivered, purchased or redeemed and cancelled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture or of this Supplemental Indenture.

SECTION 2. The Company covenants and agrees that so long as any of the Bonds of the Seventh Series are outstanding: (A) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Second Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2½% Series Due 1979 are outstanding; (B) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Fourth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2½% Series Due 1979 are outstanding; (C) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Fifth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2½% Series Due 1984, are outstanding; (D) the provisions of Sections 2, 3 and 4 of Article IV of the Seventh Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 3¼% Series Due 1981, are outstanding; (E) the provisions of Sections 2, 3 and 4 of Article IV of the Eighth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 3¼% Series Due 1982, are outstanding; and (F) after the retirement by redemption, payment at maturity or otherwise of all of the First Mortgage Bonds, 2½% Series Due 1979, all of the First Mortgage Bonds, 2½% Series Due 1984, all of the First Mortgage Bonds, 3¼% Series Due 1981 and all of the First Mortgage Bonds, 3¼% Series Due 1982, it will provide a Maintenance Fund (herein called the Maintenance Fund) as follows:

The total expenditures of the Company for (i) maintenance and repairs, (ii) replacements, and (iii) bondable property in