are outstanding maintain, a Sinking Fund for the Bonds of the 1978 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 1978 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"), $220,000 aggregate principal amount of Bonds of the 1978 Series. Any cash payment due on a particular Sinking Fund Payment Date may be made prior to such date but not earlier than January 1 of the year in which due.

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 1978 Series then outstanding accompanied by all unmatured coupons appertaining thereto, and the Company may utilize for such purpose Bonds of the 1978 Series which it may have purchased in the manner permitted by Section 9 of this Article III 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 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 1978 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 1978 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 1978 Series which the Company states will be surrendered on said Sinking Fund Payment Date. Said statement is in §4.23(e) of the Original Indenture and in Section 6 of this Article referred to as "the statement", and the balance resulting from such deduction in said statement is in said §4.23(e) and in Section 6 of this Article referred to as the amount, or the principal amount, "set forth in the statement".

Section 6. It shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund, in the manner and on the conditions provided in §4.23(e) of the Original Indenture (including the provisions of Section 2 of Article II of this Supplemental Indenture), to the purchase or redemption of Bonds of the 1978 Series, at prices not exceeding the Sinking Fund redemption price, in an aggregate principal amount equal to the amount set forth in the statement; *provided, however*, if all of the outstanding Bonds of the 1978 Series shall be fully registered bonds or coupon bonds registered as to principal, then the publication of the notice of intention to redeem, as provided in the last paragraph of §4.23(e) of the Original Indenture shall not be required and said notice shall be sufficiently given if mailed, postage prepaid, by registered mail, at least thirty (30) days before the applicable Sinking Fund Payment Date to the registered owners of Bonds of the 1978 Series which are to be redeemed in whole or in part (whether fully registered or registered as to principal only) at their addresses as the same shall appear on the bond registry of the Company.

Section 7. Any cash balance at any time in the Sinking Fund amounting to less than a sum sufficient to redeem $25,000 principal amount of Bonds of the 1978 Series (unless otherwise directed by the Company) shall be added to any succeeding Sinking Fund cash payment or payments, and be applied to such purchase or redemption along with such succeeding payment or payments.