

of Bonds in proportion to the aggregate principal amount of Bonds registered in their respective names; *provided, however*, that in case a registered owner of Bonds holds Bonds in several capacities the Bond or Bonds held in each such separate capacity shall be deemed to be held in a separate name for the purposes of this Section if the Principal Trustee shall have been advised of the requisite pertinent facts by such owner; and, if coupon Bonds not registered as to principal shall at the time be outstanding, the Principal Trustee shall select for redemption, as nearly as may be, a principal amount of coupon Bonds not registered as to principal which bears to the total principal amount of Bonds then to be redeemed the same ratio that the principal 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 1981 Series.

SECTION 4. The holder of each and every Bond of the 1981 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 1981 Series.

SECTION 1. For the purpose of this Article, the first day of July, 1962 and the first day of July in each year thereafter to and including July 1, 1980 are called "Sinking Fund Payment Dates".

SECTION 2. The Company covenants and agrees that it will on July 1, 1962 create, and so long as any of the Bonds of the 1981 Series are outstanding maintain, a Sinking Fund for the Bonds of the 1981 Series, and that it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1981 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to redeem, at the principal amount thereof and accrued interest to the date fixed for redemption (herein called the "Sinking Fund redemption price"), \$150,000 aggregate principal amount of Bonds of the 1981 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.

All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the redemption of Bonds of the 1981 Series as provided in this Article.

SECTION 3. 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 redemption of Bonds of the 1981 Series at the Sinking Fund redemption price; *provided, however*, if all of the outstanding Bonds of the 1981 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