

amount of Bonds, registered in the name of such holder to be redeemed and (2) to effect, as near as may be, a pro rata redemption of Bonds of the Eighth Series so registered in the name of such holder, up to the aggregate principal amount so determined, and the Trustee shall act in accordance with any such written request; provided, however, that the Trustee shall not be required to make any allocation which would result in redemption of Bonds of the Eighth Series in amounts other than \$1,000 or any multiple thereof.

(c) The Trustee shall notify the Company of the particular Bonds of the Eighth Series or portions thereof selected for redemption.

ARTICLE IV Improvement and Sinking Fund and Maintenance Fund Respecting Bonds of the Eighth Series

SECTION 1. The Company covenants and agrees that, so long as any Bonds of the Eighth Series are outstanding, it will, as an Improvement and a Sinking Fund provision, on or before August 31 of each year beginning with the year 1962, deposit with the Trustee an amount in cash and/or a principal amount of theretofore issued and outstanding Bonds of the Eighth Series, not theretofore 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 Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, or of this Supplemental Indenture, equal in the aggregate to one percent (1%) of (a) the greatest aggregate principal amount of all issued Bonds of the Eighth Series outstanding at any one time prior to January 1 of such year less (b) the aggregate principal amount of all issued Bonds of the Eighth Series retired (other than through operation of the Improvement and Sinking Fund or the Maintenance Fund provided for herein) pursuant to Section 8 of Article VIII of the Original Indenture, prior to the date of such deposit; provided, however, that there shall be credited against the amount of cash and/or principal amount of Bonds

of the Eighth Series so required to be deposited with the Trustee an amount equal to sixty percent (60%) of the amount of net bondable value of property additions not subject to an unfunded prior lien which the Company then elects to make the basis of a credit under this Section. On or before August 31 of each such year, the Company shall deliver to the Trustee:

- (a) an officers' certificate which shall state:
 - (1) the greatest aggregate principal amount of Bonds of the Eighth Series outstanding at any one time prior to January 1 of such year; and
 - (2) the aggregate principal amount of all issued Bonds of the Eighth Series retired (other than through operation of the Improvement and Sinking Fund or the Maintenance Fund provided for herein) pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such officers' certificate;

and

- (b) if the Company then elects to make the basis of a credit under this Section any amount of net bondable value of property additions not subject to an unfunded prior lien, the certificates, instruments, options, prior lien bonds and cash prescribed in Subdivision (a) of (2) both inclusive, of Section 4 of Article III of the Original Indenture.

So long as any of the Bonds of the Eighth Series are outstanding, property additions used as the basis of a credit under this Section shall not thereafter 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, the Ninth Supplemental Indenture or this Supplemental Indenture.

Notwithstanding any other provisions of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture or this Supplemental Indenture, the Company shall be permitted from time to time to participate in whole or in part the require-