

ments of this Section becoming due on August 31 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of issued Bonds of the Eighth Series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section. Any redemption of Bonds of the Eighth Series out of cash so deposited shall be not inconsistent with the provisions of Section 1(B) of Article III hereof.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of the Eighth Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of the Eighth Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of the Eighth Series on a date forty days after the date of such purchase (including in such case the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

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, not in excess of the redemption of Bonds of the Eighth Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not thereafter disbursed by the Trustee for the purchase of Bonds of the Eighth Series or required for the purchase of Bonds of the Eighth Series under offers or proposals accepted by the Trustee) to the redemption of Bonds of the Eighth Series, and in such event the amount so specified is hereby required to be applied primarily to the redemption of Bonds of the Eighth 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 Eighth 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 Eighth 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 Eighth Series or for the redemption of Bonds of the Eighth 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 Eighth 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 Eighth Series or portions thereof to be redeemed.

Any Bonds of the Eighth 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 Eighth Series are outstanding no Bonds of the Eighth Series so delivered, purchased or redeemed shall be cancelled until he made the basis for the application 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 of this Supplemental Indenture.

Section 2. The Company covenants and agrees that so long as any of the Bonds of the Eighth Series are outstanding, (A) the pro-