

together in each case with accrued interest to the date fixed for redemption (herein referred to as the "Sinking Fund Redemption Price").

(10) Sixty (60) days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the New York Trustee stating:

(i) the aggregate principal amount and serial numbers of Bonds of 1968 Series the Company intends to surrender on the next succeeding Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Article;

(ii) the balance resulting from deducting from the principal amount of Bonds of 1968 Series required to be retired on the next succeeding Sinking Fund Payment Date, the aggregate principal amount of Bonds of 1968 Series which the Company states will be surrendered on such date; and

(iii) the total principal amount of Registered Bonds of 1968 Series outstanding, the names of the registered owners of such Bonds, the principal amount of such Bonds owned by each such registered owner and the total principal amount of unregistered coupon Bonds outstanding.

Such statement is in this Article referred to as "the statement" and the amount shown in item (2) of said statement (being the balance resulting from the deduction made in said statement) is hereinafter in this Article referred to as the "amount set forth in the statement".

(11) It shall be the duty of the New York Trustee to apply the Sinking Fund Cash to the purchase or redemption of Bonds of 1968 Series, at prices not exceeding such current Sinking Fund Redemption Price, in a principal amount

of Bonds of 1968 Series of each registered owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds shall cease.

In case any registered Bond without coupons shall be redeemed in part only, said notice shall specify (i) the principal amount thereof to be redeemed, (ii) the distinctive number or numbers of the coupon Bonds reserved in respect of that portion of the registered Bonds being redeemed and (iii) that, upon the presentation of such registered Bond for partial redemption, a new Bond or Bonds of the same series of an aggregate principal amount equal to the unredeemed portion of such registered Bonds will be issued in lieu thereof; and in such case the Company shall execute and the New York Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same series, and in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond, or, at the option of the registered owner of such registered Bond, the New York Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption and of the distinctive number or numbers of the coupon Bonds reserved in respect of such portion, and the New York Trustee shall cancel the reservation of such number or numbers.

(b) In the event that on the 60 day determination date there are any Bonds of 1968 Series which are unregistered coupon Bonds, the New York Trustee shall apply to the purchase or redemption of such outstanding unregistered coupon Bonds a portion of the Sinking Fund Cash equal, so far as the New York Trustee shall in its uncontrolled discretion determine is practicable, to the ratio which the principal amount of such unregistered coupon Bonds outstanding on such date bears to the total principal amount of Bonds of 1968 Series outstanding on such date; and the

equal to the amount set forth in the statement. Such purchase or redemption shall be carried out as follows:

(a) If, on the date (hereinafter referred to as the "60 day determination date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of 1968 Series are registered Bonds without coupons or coupon Bonds registered as to principal (hereinafter and hereinafter in this Article collectively referred to as "Registered Bonds"), the New York Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of 1968 Series pro rata among the registered owners of such Bonds in the ratio which the principal amount of such Bonds held by each registered owner on the 60 day determination date bears to the total principal amount of Bonds of 1968 Series outstanding on the 60 day determination date; provided, however, that the portion of the principal amount of each Registered Bond to be redeemed shall be \$1,000 or a multiple thereof. The New York Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of 1968 Series to be then redeemed, and the numbers of the coupon Bonds reserved therefor. The New York Trustee shall promptly advise the Company as to the allocation so made by it.

Thereupon the Company shall give 30 days' notice of such redemption to all registered owners of the Bonds of 1968 Series. Such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of 1968 Series at their addresses as the same shall appear on the Bond Register of the Company.

Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the New York Trustee in the Borough of Manhattan, The City of New York), (iii) the current Sinking Fund Redemption Price, (iv) the numbers and principal amount

New York Trustee shall apply, in the manner provided by subdivision (a) of this §11, the balance of such Sinking Fund Cash to the redemption of Registered Bonds. The New York Trustee shall promptly notify the Company of any determination made by it pursuant to this subdivision (b).

Thereafter, if exchanges of Registered Bonds without coupons for coupon Bonds, or vice versa, or transfers of registered coupon Bonds to bearer, or vice versa, shall be made before the last date upon which written proposals for the sale of Bonds may be received by the New York Trustee as contemplated by this §11, the New York Trustee, with the approval of the Company, evidenced by the Written Consent of the Company, may make such arrangements by endorsements on the Bonds involved or otherwise as it shall deem appropriate to allocate Sinking Fund Cash among the Bonds issued on any such exchange or transfer.

(c) In the event that on the 60 day determination date there are outstanding any Bonds of 1968 Series which are unregistered coupon Bonds, the Company may, prior to each Sinking Fund Payment Date, give notice to all holders of such unregistered coupon Bonds of 1968 Series by publication three (3) times in one week (at least one daily newspaper of general circulation regularly published in the English language in the Borough of Manhattan, The City of New York (in each case upon any day of the week and in any such newspaper, but the first publication in each case to be not more than fifty-five (55) days and not less than fifty (50) days before such Sinking Fund Payment Date) of the intention of the New York Trustee to apply Sinking Fund Cash to the purchase of an aggregate principal amount of unregistered coupon Bonds of 1968 Series specified in such notice (which aggregate principal amount shall be the aggregate principal amount of unregistered coupon Bonds to be retired pursuant to the provisions of subdivision (b) of this §11) and inviting proposals to be made to the New York Trustee for the sale of