able to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1979 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 1979 Series on a date forty days after the date of such purchase (including in such cost 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 therein specified to the redemption of Bonds of 1979 Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1979 Series or required for the purchase of Bonds of 1979 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1979 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1979 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select by lot, in any manner determined by the Trustee to be equitable, from the Bonds of 1979 Series, the particular Bonds of 1979 Series or portions thereof to be redeemed, 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 1979 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

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 1979 Series or for the redemption of Bonds of 1979 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 issued Bonds of 1979 Series. In such case the Trustee shall select by lot in any manner determined by the Trustee to be equitable from the Bonds of 1979 Series the particular Bonds of 1979 Series or portions thereof to be redeemed 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 1979 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds of 1979 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 1979 Series are outstanding no Bonds of 1979 Series so delivered, purchased or redeemed and cancelled shall 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 or of this Supplemental Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of 1979 Series are outstanding, it will provide a Maintenance Fund (herein called the Maintenance Fund), as follows:

The total expenditures of the Company for (i) maintenance and repairs, (ii) replacements, and (iii) bondable property in excess of retirements theretofore certified to the Trustee pursuant to this Section, for the period from January 1, 1949 to December 31, inclusive, of the last year included in said period (determined as hereinafter set forth), together with the amount of cash theretofore deposited with the Trustee during said period pursuant to this Section will be at least equal to 15% of the amount of operating revenues of the Company during the same period; to the extent of any deficiency, the Company will on or before each April 30 thereafter, either (x) certify to the Trustee expenditures for bondable property charged to plant accounts on or after January 1, 1949 in excess of the cost of property retirements credited to plant accounts of the Company on or after January 1, 1949 which, except as otherwise permitted in this Section, have not previously