

retire through a sinking fund, on June 1, 1950, and on each June 1 thereafter to and including June 1, 1979 (such dates being hereafter referred to respectively as the "sinking fund dates"), a principal amount of Bonds of Third Series equal to one percent (1%) of the greatest principal amount of Bonds of Third Series outstanding on the sinking fund date, the Indenture prior to March 1 of the year in which the particular sinking fund date occurs.

In determining the amount of Bonds of Third Series to be retired on any sinking fund date, any excess over a multiple of \$1,000 shall be disregarded.

The principal amount of Bonds of Third Series required to be retired by the Company on any sinking fund date shall, at the option of the Company, be retired by:

(a) An amount equal to the principal amount of Bonds of Third Series required to be retired, in full or in part, of the Company and not theretofore bonded which the Company elects to use for such purpose; provided that the Company shall have delivered to the Trustee, prior to the sinking fund date, a certificate signed by an officers' certificate notifying the Trustee of such election and stating the principal amount of Bonds of Third Series to be retired, and that they have not theretofore been bonded; and

(b) An amount equal to the principal amount of Bonds of Third Series which shall be delivered uncanceled by the Company to the Trustee for the sinking fund date, together with all interest coupons and such bonds were theretofore sold or otherwise disposed of by the Company for a consideration and resquired by the Company to be retired, and all registered coupons appertaining thereto and all registered bonds without coupons, and all interest coupons and all registered bonds shall be accompanied by duly executed instruments of transfer.

Section 2. The Company covenants and agrees to notify the Trustee in writing not less than sixty days prior to each sinking fund date of the principal amount of Bonds of Third Series required to be retired on such date under the provisions of the Indenture, and to deliver to the Trustee, on or prior to the date of such sinking fund date, a certificate signed by an officers' certificate notifying the Trustee of such election and stating the principal amount of Bonds of Third Series to be retired, and that they have not theretofore been bonded; and

Section 3. All cash deposited with the Trustee for the sinking fund, as aforesaid, shall be held in trust for the redemption of outstanding Bonds of Third Series on the sinking fund date immediately following such deposit in the manner herein and in the Indenture provided. Such bonds shall be called for redemption by the Trustee, after receiving the notice from the Company provided for in Section 2, and the cash deposited with the Trustee shall be applied in the case of redemption of Bonds of Third Series through operation of the sinking fund.

Notice of redemption having been given as provided in Article IV of the Indenture and in Section 2 of Article I of this Third Supplemental Indenture, the Bonds of Third Series so called for redemption, or the specified portions thereof, shall, on the date designated in such notice, become due and payable, at the respective places at which the principal and interest on such Bonds are payable, and the redemption price then applicable in the case of redemption of Bonds of Third Series through the operation of the sinking fund, and upon presentation and surrender thereof with, in the case of coupon bonds, all interest coupons maturing subsequent to the redemption date, and in the case of registered bonds, all registered coupons maturing subsequent to the redemption date, which shall at the time be tendered as to principal, accompanied by duly executed assignments or transfer powers, such bonds or the specified