

by such holder for the account of such holder or (b) by check mailed to a specified address) of all payments of principal of and premium, if any, and interest on such Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place other than the principal corporate trust office of the Trustee, without presentation or surrender of such Bond, upon such conditions as shall be satisfactory to the Trustee. The Company will furnish to the Trustee a copy, certified to be correct by an officer of the Company, of each such agreement. The Trustee shall not be liable to any such holder or to the Company or to any other holder for any act or omission to act on the part of the Company, any such holder or any agent of the Company, in connection with any such agreement. The Company will indemnify and save the Trustee harmless against any liability which it may incur as a result of making such payments in accordance with the provisions of any such agreement.

ARTICLE THREE.

REDEMPTION OF BONDS.

SECTION 3.01. *Optional Redemption of Bonds of the 1978 Series.*

A. Subject to the provisions of Section 3.06, the Bonds of the 1978 Series shall be subject to redemption and may be redeemed, in whole or from time to time in part (in an integral multiple of \$50,000), at the option of the Company, on any interest payment date for the Bonds of the 1984 Series or for the Bonds of the 1987 Series, upon payment of a redemption price equal to 102% of the principal amount thereof, together with accrued interest on such principal amount to the date fixed for redemption, upon notice given as provided in Section 3.07, if the Company shall

(a) have on hand excess or surplus funds not required in the conduct of its business in an amount not less than the amount required to make the proposed redemption of such Bonds;

(b) have outstanding no Funded or Current Debt other than the Bonds and not more than \$5,000,000 aggregate principal amount of Subordinated Debt;

(c) not thereby reduce Consolidated Working Capital below the amount specified in Section 5.08 (if such redemption is made on or after the Cut-Off Date) nor below an amount which