

§ 5.01. That it will promptly pay the principal of and premium, if any, and interest on the Bonds issued hereunder according to the terms thereof and hereof and of any coupons thereto appertaining. As the coupons annexed to coupon Bonds are paid, they shall be cancelled.

That it will perform and observe the covenants and provisions herein contained and such covenants and provisions with reference to Bonds of the 1976 Series as are expressed therein and with reference to other series as may be expressed in the Bonds of such series, respectively, when issued.

That it will maintain an office or agency in the Borough of Manhattan, The City of New York, so long as any of the Bonds of the 1976 Series are outstanding, and in any event in each city in which Bonds of any series and the interest on the principal amounts thereof may be expressed to be payable, for the payment of such Bonds and interest when the same shall become due and payable.

Any moneys which at any time shall be deposited by the Company or on its behalf with the Trustee or any other depository for the purpose of paying any of the Bonds which shall have become due and payable, whether at maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any coupons or claims for interest appertaining to any of the Bonds, shall be and are hereby assigned, transferred and set over to the Trustee or such depository, to be held in a special account and in trust for the respective holders of the Bonds or coupons or claims for interest for the purpose of paying which said moneys shall have been deposited. Interest, if any, accruing on such moneys during the period the same shall remain on deposit shall belong to the Company and shall be paid to it from time to time upon written request of its Treasurer or one of its Assistant Treasurers.

Any moneys so deposited which shall not be required for the purposes for which such deposit was made shall be repaid to the Company upon written request of its Treasurer or one of its Assistant Treasurers; and any such moneys remaining unclaimed by the holders of such Bonds or coupons or claims for interest, for six (6) years after the date the same shall have become payable, shall be paid by the Trustee or such other depository to the Company free of all trusts

principal amount of Bonds for redemption, if so required, and to cause any notice of such redemption, and/or of any call for proposals to sell Bonds required by this Article 4, to be given as provided in this Article 4, and if the Company shall fail or refuse, upon request of the Trustee, to take or cause to be taken any such action, or to give or complete any such notice, then the Trustee is hereby irrevocably authorized and empowered, either in the name and on behalf of the Company or in its own name as Trustee, to take or cause to be taken any such action and to give or complete or cause to be given or completed any such notice, with like force and effect as if such action were taken or as if such notice were given by the Company.

§ 4.06. All Bonds redeemed in accordance with the provisions of this Article 4 shall forthwith be cancelled by the Trustee and, except as provided in § 3.05, no Bonds shall be issued hereunder against the retirement of such Bonds.

Cash deposited pursuant to this Article 4 shall be applied in accordance with and subject to the instructions of the Company to the purchase or redemption of the Bonds for the purchase or redemption of which it was deposited and shall not form a part of the mortgaged property or trust estate.

§ 4.07. If pursuant to the provisions of paragraph (2) of § 3.07 or Subdivision (IV) of § 7.02 the Trustee shall pay, purchase, redeem or retire any Bonds at a price in excess of the principal amount thereof, the Company covenants that it will pay to the Trustee upon demand an amount in cash equal to such excess (if the amount of such excess shall not have been theretofore paid to or deposited with the Trustee).

ARTICLE 5.

PARTICULAR COVENANTS OF THE COMPANY.

The Company covenants and agrees with the Trustee, for the benefit of the Trustee and of the several holders for the time being of the Bonds and of the coupons as follows: