

with interest accrued thereon to the redemption date, Bonds of the 1985 Series (such direction to be given to the Trustee not later than 45 days prior to the date to be fixed for the redemption of such Bonds, unless a shorter time shall be accepted as sufficient by the Trustee) and paying to the Trustee not later than the day preceding the date fixed for the redemption of such Bonds, cash sufficient to provide for the redemption thereof. The notice of redemption of such Bonds to be given by the Trustee in such event may state that such Bonds will be redeemed only to the extent that the Trustee on or prior to the redemption date receives funds sufficient for such purpose.

All cash received by the Trustee under the provisions of this Section 4.01 in respect of any sinking fund payment shall be held upon the trusts hereof for the Bonds of the 1985 Series, and not for the Bonds of any other series, and shall be applied by the Trustee, unless the Company is in default under the Indenture, to the redemption on the May 1 or November 1, as the case may be, next succeeding each sinking fund payment date of Bonds of the 1985 Series, and otherwise in the manner provided in this Section 4.01; provided, however, that from and after any selection for redemption of the Bonds of the 1985 Series out of moneys held by the Trustee in the sinking fund for the Bonds of the 1985 Series, such moneys shall be held and applied for the account of the holders of the Bonds of the 1985 Series so selected.

All Bonds of the 1985 Series so delivered to or redeemed by the Trustee or the Company pursuant to the provisions of this Section 4.01 shall be cancelled and (except in connection with Bonds issued for the uncalled part of any fully registered Bond called only in part) no Bonds shall be authenticated and delivered in lieu thereof or to refund the same so long as any of the Bonds of the 1985 Series shall remain outstanding.

ARTICLE V.

AMENDMENTS OF INDENTURE.

Section 5.01. The Original Indenture is hereby amended by changing the phrase "or of the 1983 Series" in the first paragraph of

§ 1.04(i) as heretofore amended to " , of the 1983 Series or of the 1985 Series" and by changing the phrase "and the 1983 Series" in the second paragraph of § 1.04(i) as heretofore amended to " , the 1983 Series and the 1985 Series".

Section 5.02. The Original Indenture is hereby amended by inserting in item (8) of subparagraph (b) of § 1.07 thereof as heretofore amended, immediately after the phrase "or of the 1983 Series", wherever said phrase appears in said item (8), the phrase "or of the 1985 Series".

Section 5.03. The Original Indenture is hereby amended by changing the phrase "or of the 1983 Series" in item (3) of subparagraph (c) of § 3.05(B) thereof as heretofore amended to " , of the 1983 Series or of the 1985 Series".

Section 5.04. The Original Indenture is hereby amended by inserting in § 5.14 thereof as heretofore amended, immediately after the phrase "Bonds of the 1976 Series or of the 1977 Series or of the 1981 Series or of the 1983 Series", wherever said words appear in said section, the phrase "or of the 1985 Series" and by deleting the period and adding the following proviso at the end of subparagraph (a) of paragraph (2) of § 5.14 thereof as heretofore amended:

" ; provided that so long as the Bonds of the 1985 Series are outstanding the Payments on Stock in question will not exceed one hundred per centum (100%) of the net earnings of the Company for the period subsequent to December 31, 1955, taken as one accounting period."

ARTICLE VI.

PARTICULAR COVENANTS OF THE COMPANY.

Section 6.01. The Company hereby covenants that so long as any Bonds of the 1985 Series are outstanding, no Bonds of any other Series,