

"In the event of any such postponement of a sinking fund payment the Company shall also have the right, to the extent it may elect not to fund additional property as aforesaid, to deposit with the Trustee cash in an amount which when added to the amount of additional property constituted as funded property for the purpose of postponing such sinking fund payment shall equal the amount of such sinking fund payment. Cash so received by the Trustee may, at any time (notwithstanding any provision of the Indenture to the contrary), at the election of the Company (y) be withdrawn pursuant to the provisions of Subdivision (III) of § 7.02 of the Indenture without regard to the limitations as to time contained in such Subdivision (III) and provided that the engineer's certificate required by the provisions of the said Subdivision (III) need not be an independent engineer's certificate or (z) be applied to the redemption of Bonds at the then applicable sinking fund redemption price, provided that any such redemption shall not reduce the amount of any required sinking fund payment or the amount of Bonds to be redeemed pursuant to the next succeeding paragraph of this Section 4.01 or pursuant to Subsection (g) of § 2.15 of the Indenture.

"The Company covenants that, to the extent of the aggregate amount of sinking fund payments which shall have been so postponed, it will pay to the Trustee on or before June 30, and December 31, in each of the years 1957 to 1962, inclusive, a sum equal, as nearly as possible, to 1/12th of the aggregate amount of such sinking fund payments so postponed, provided that if any such payment shall not result in the redemption of an integral number of Bonds of the 1977 Series (computed in multiples of \$1,000) at the redemption price hereinafter provided it shall be increased to a sum sufficient to redeem the next higher integral number of Bonds of the 1977 Series (computed in multiples of \$1,000) at a redemption price of 100.99% of the principal amount thereof, together in each case with accrued interest to the date fixed for redemption, and provided further that the twelfth such payment shall be only such amount as will be sufficient to redeem at said redemption price such number of Bonds of the 1977 Series as have not theretofore been redeemed in respect of the sinking fund payments so postponed. All cash received by the Trustee under the provisions of this paragraph shall be held and applied by the Trustee, unless the Company is in default hereunder, to the redemption, on the July 1 or January 1 next succeeding each such payment, of Bonds

of the 1977 Series at a redemption price of 100.99% of the principal amount thereof and accrued interest to the date of redemption."

(B) Deleting the first nine words of the next to the last paragraph and inserting in lieu thereof the following:

"Except as otherwise in this Section 4.01 provided,"

ARTICLE II.

MODIFICATION OF THE INDENTURE.

SECTION 2.01. The Indenture is hereby modified by deleting the first sentence of the third paragraph of § 4.01 of the Original Indenture and inserting in lieu thereof the following:

"The selection of Bonds to be redeemed shall, in case less than all of the outstanding Bonds of any series are to be redeemed, be made by the Trustee as follows: (a) if all outstanding Bonds of such series shall be registered Bonds without coupons and/or coupon Bonds registered as to principal either pro rata or substantially pro rata, unless there be more than ten such holders or unless otherwise directed by written order of all such holders filed with the Trustee at or prior to such time of designation, (b) if five per cent. (5%) or more of the outstanding Bonds of such series shall be registered Bonds without coupons (and/or coupon Bonds registered as to principal) registered in the name of one holder, and if such holder shall not have otherwise directed by written order, a pro rata or substantially pro rata principal amount of the Bonds to be redeemed shall be allocated to each such registered holder of five per cent. (5%) or more of the outstanding Bonds of such series, and (c) in any case, and as to any Bonds, to which the provisions of the foregoing clauses (a) and (b) shall not be applicable, by drawing the Bonds to be redeemed by lot, from the Bonds of such series theretofore authenticated and delivered hereunder and not previously cancelled by the Trustee or called for redemption, in any manner deemed by the Trustee to be fair and proper, taking into consideration the principal amount of coupon Bonds which are outstanding and the principal amount of registered Bonds without coupons which are outstanding."