

Company and the original purchasers of Series 1981-C Bonds, a true and correct copy of which Bond Purchase Agreements has been filed with the Trustee.

The redemption prices set forth above shall be applicable to all redemptions of Series 1981-C Bonds except redemptions pursuant to the sinking fund as provided in Section 1.02.

SECTION 1.04. If less than all of the Series 1981-C Bonds are to be redeemed, the particular Bonds to be redeemed or portion thereof shall be selected by the Trustee from the outstanding Series 1981-C Bonds by prorating (in the proportion that the principal amount of Series 1981-C Bonds held by each registered holder bears to the total principal amount of outstanding Series 1981-C Bonds) the principal amount of Series 1981-C Bonds to be redeemed among the registered holders of Series 1981-C Bonds. In any proration pursuant to this section, the Trustee shall make adjustments, reallocations and eliminations as it shall deem proper to the end that the principal amount of Bonds so prorated shall be \$1,000 or a multiple thereof, by increasing or decreasing or eliminating the amount which would be allocable by any Bondholder on the basis of exact proration by an amount not exceeding \$1,000.

SECTION 1.05. So long as any Series 1981-C Bonds remain outstanding, the Company will not, without the prior written consent of the holders of at least 66 $\frac{2}{3}$ % in principal amount of the Series 1981-C Bonds:

- (a) Declare or pay any dividends, either in cash or property, on its common stock (except dividends payable solely in common stock of the Company); or
- (b) Directly or indirectly purchase, redeem or retire any of its common stock; or
- (c) Make any other distribution, either directly or indirectly in respect of its common stock;

(such declarations or payments of dividends, purchases, redemptions or retirements of stock and all such other distributions being herein collectively called "Restricted Payments"), if after giving effect thereto the aggregate amount of Restricted Payments made during the period from and after December 31, 1977 to and including the date of the making of the Restricted Payment in question, would exceed the net income of the Company for such period (as defined in the Indenture and computed on a cumulative basis for said entire period).

The Company will not declare or pay any dividend (except dividends payable solely in common stock of the Company) at any time while

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