

C. The Company shall have the right, upon delivery to the Corporate Trustee on or before the March 15 next preceding any April Sinking Fund payment date or on or before the September 15 next preceding any October Sinking Fund payment date, as the case may be, of a written request stating its election so to do, to satisfy in whole or in part any Sinking Fund payment due on any such date, by crediting against such Sinking Fund payment, at the principal amount thereof,

(a) bonds of the Second 1964 Series then or at any time theretofore delivered to the Corporate Trustee for the Sinking Fund;

(b) bonds of the Second 1964 Series which shall have been redeemed at any time prior to such date of delivery at the option of the Company (otherwise than by the application of funds held by the Corporate Trustee subject to the provisions of Section 4.06 or Section 6A.05 or Section 8.12 hereof) as provided in Section 3D.03 hereof; or

(c) in case the amount of any Sinking Fund payment or payments shall have been increased by operation of Paragraph B of this Section, but the latest certificate filed by the Company with the Corporate Trustee pursuant to Section 3D.05 hereof shall be a Certificate A, bonds of the Second 1964 Series theretofore redeemed for the Sinking Fund or credited against any Sinking Fund payment, to the extent that the total principal amount of bonds of the Second 1964 Series theretofore so redeemed or credited exceeds the sum of (i) \$330,000 multiplied by the number of previous Sinking Fund payment dates prior to November 1, 1955 plus (ii) \$450,000 multiplied by the number of previous Sinking Fund payment dates prior to November 1, 1957 but subsequent to November 1, 1955 plus (iii) \$540,000 multiplied by the number of previous Sinking Fund payment dates subsequent to November 1, 1957;

and which bonds (except to the extent provided in clause (c) of this Paragraph C) shall not theretofore have been made the basis of a credit against any Sinking Fund payment hereunder or of the authentication and delivery of bonds or the withdrawal of cash or of any other credit under this Indenture. The Company shall not be entitled to credit