

occurring during the years 1963 to 1965, inclusive, plus (ii) \$1,000,000 multiplied by the number of such previous Sinking Fund payment dates occurring during the years 1966 to 1968, inclusive, plus (iii) \$1,500,000 multiplied by the number of such previous Sinking Fund payment dates occurring during the year 1969, plus (iv) the sum of \$2,000,000 in respect of the Sinking Fund payment date May 31, 1970 if the Sinking Fund payment to be satisfied in whole or in part by such credit is to be made after May 31, 1970, plus (v) \$2,300,000 multiplied by the number of such previous Sinking Fund payment dates occurring subsequent to May 31, 1970;

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 the Mortgage as supplemented and modified from time to time. So long as any of the bonds of the 1980 Series are registered in any one or more of the names in which the bonds of such Series initially issued shall have been initially registered on the books of the Company, the Company shall not be entitled to deliver any bonds of the 1980 Series to the Corporate Trustee for the Sinking Fund pursuant to clause (a) of this Paragraph C, except with the consent of all persons in whose name or names any bonds of such Series were initially so registered and remain so registered.

Any balance of any Sinking Fund payment not satisfied by credits taken pursuant to the foregoing provisions shall be paid in cash.

All bonds delivered to the Corporate Trustee for credit against the Sinking Fund shall be accompanied by all unmatured coupons, if any, thereto appertaining, and shall be accompanied by a certificate signed by the Treasurer or an Assistant Treasurer of the Company stating that such bonds have been duly issued and *bona fide* sold to persons other than an affiliate of the Company and have been reacquired by the Company and stating that none of such bonds has theretofore been made the basis of a credit against any Sinking Fund payment hereunder (except to the extent provided in clause (c) of Paragraph C of this Section) or of the authentication and delivery of bonds or the withdrawal of cash or of any other credit under the Mortgage as supplemented and modified from time to time. All bonds delivered to the