CEMPARED

become due and payable on the date, at the place and at the premion, if any, in such notice so stated, and after such redemption date, said Bonds shall cease to draw interest and the coupons maturing subsequent to such date shall be void and thereafter such Bonds shall cease to be entitled to any further benefit of or from the Original Indenture or this Supplemental Indenture, except to receive payment from the moneys reserved therefor in the hands of the Trustee, without the right to interest thereon. The Trustee shall allow the Company interest upon funds remaining deposited with it under this Article at the current rates of interest customarily allowed on similar deposits.

485

(Color)

Any moneys to deposited remaining unclaimed by the holders of Bonds and coupons for six years after the specified redemption date shall be paid by the Trustee to the Company, and such holders of Ponds and coupons shall thereafter be entitled to look only to the Company for payment thereof: provided however, that the Trustee, before being required to make any such payment to the Company, may, at the expense of the Company cause notice that said moneys remain unclaimed as aforesaid, and that after a date named therein they will be returned to the Company, to be published once a week for four successive weeks in one daily newspaper of general circulation regularly published in the Borough of Mahhattan, City and State of New York.

SECTION 8. The holder of each and every Bond of S eries D hereby agrees to accept payment thereof prior to maturity on the terms and conditions of this Article V provided. SECTION 9. The Company further agrees if it shallissue Bonds of any other series under

the "riginal Indenture that, as long as any Series D Bonds are outstanding:

(a) In addition to Bonds which may be retired with the Depreciation and Depletion Fund provided in Article VII of the Original Indenture and in addition to Bonds purchased or redeemed with moneys withdrawn from or applied by the Trustee pursuant to Article X of the Original Indenture or purchased or redeemed pursuant to Section 3 of Article IX of the Original Indenture but not in addition to the Bonds of Series D retired pursuant to the provisions hereinbefore contained in Article V hereof and to the Bonds of Series "A", B and C retired pursuant to the provisions of Article V of the Original Indenture and of the Series B and C supplemental indentures, the Company will retire and cancel annually at least onetwenty-fifth of the greatest principal amount of ^Donds which shall ever at any one time have been outstanding under the Original Indenture: or

(b) The Company and/or the Subsidiary Companies will acquire additional property, make extensions, additions or improvements or acquire securities, of the nature which might be the basis for the issuance of Residue Bonds pursuant to Sections 5 and 6 of Article LL of t the Original Indenture at a total cost in each year at least equal to two-twenty-fifths of the greatest principal amount of Bonds which shall ever at any one time have been outstanding under the Original Indenture: provided, however, that in case any Subsidiary Company in which the Company has less than a 95% interest, shall acquire any additional property or make any permanent improvements, extensions or additions to its property, the Company shall be credited with only such percentage of the cost as is equal to the percentage of the intest of the Company in such Subsidiary Company computed as provided in Section 3 of Article **II** of the Original Indenture, unless there shall be pledged with the Trustee mortgage bonds of such Subsidiary Company to an amount at face value equal to the actual cost of such additional property, permanent improvements, extensions or additions: or

(c) The company will perform a portion of its obligation under Clause (a) hereinabove and the remaining portion of its obligation under Clause (b) hereinabove.

If while any bonds of Series D are outstanding, the Company shall hereafter issue Bonds other than Bonds of Series "A" or of Series B, or of Series C, the supplemental indenture or

66