

such series will be retired prior to maturity as the percentage of Series C Bonds retired through the sinking fund above provided for in Subdivision (C) of this Section 2.

SECTION 3. § 515 of Article 5 (relating to restrictions on dividends and redemption of capital stock) of the Original Indenture dated as of September 1, 1946, and as amended by the First Supplemental Indenture dated as of March 1, 1949, is hereby amended and supplemented by adding a new paragraph immediately following the first paragraph thereof as follows:

That, so long as any of the bonds of Series C are outstanding, it will not declare or pay any dividends upon the shares of its capital stock of any class, now or hereafter issued and outstanding (other than dividends payable solely in shares of common stock) or make any other distribution by reduction of capital or otherwise, or apply any of its property or assets to the purchase, redemption, or other retirement of its capital stock, of any class, now or hereafter issued and outstanding (other than sinking fund requirements for the redemption of such stock) until the amount of such offer to such action the aggregate of all such declarations, payments, distributions, purchases and retirements (less the net cash proceeds received from the sale of capital stock of the Company subsequent to December 31, 1952) shall exceed by more than \$100,000 the aggregate net income of the Company earned subsequent to December 31, 1952.

§ 610 (relating to use of cash to retire Bonds) of the Original Indenture is hereby amended effective upon the execution and delivery of this Supplemental Indenture, by inserting in said section immediately after the words "Series A", wherever they occur, the words "Series B and Series C".

§ 304 (A) (relating to issuance of bonds against bonds of other series and refundable debt) of the Original Indenture is hereby amended effective upon the execution and delivery of this Supplemental Indenture by inserting in said section immediately after the words "Series A", wherever they occur, the words "Series B and Series C",

The Company agrees to observe and comply with the provisions of said sections, as so amended, so long as any Bonds of Series A, Series B or Series C issued under and secured by the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture or this Fourth Supplemental Indenture shall be outstanding.

SECTION 4. The Company covenants and agrees to observe and comply with the provisions of § 518 of Article 5 of the Original Indenture as amended and modified by the First Supplemental Indenture and Second Supplemental Indenture, so long as any bonds of Series A, Series B or Series C, issued under and secured by the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and/or this Fourth Supplemental Indenture shall be outstanding.

SECTION 5. All the covenants, stipulations, promises and agreements in this Fourth Supplemental Indenture contained by or on behalf of the Company or of the Trustee shall inure to and bind their respective successors and assigns as well as any and all obligors on the bonds, as defined in § 1614 of the Original Indenture.

SECTION 6. Although this Fourth Supplemental Indenture is dated for convenience and for the purpose of reference as of April 1, 1953, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.