

for a sinking fund (payable in cash and/or by the surrender or use of bonds of the new series) for the benefit of the holders of the bonds of such series, whereby through the application on a basis of annual or semi-annual sinking fund payments at least the same percentage of bonds of such series will be retired prior to maturity as the percentage of Series E Bonds retired through the sinking fund above provided for in Subdivision (C) of this Section 2.

SECTION 3. § 5.15 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, the Fourth Supplemental Indenture dated as of April 1, 1953 and the Fifth Supplemental Indenture dated as of July 1, 1955, is hereby further 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 E 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 preferential shares), if after giving effect 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, 1956) shall exceed by more than \$200,000 the aggregate net income of the Company earned subsequent to December 31, 1956.

§ 6.10. (relating to use of cash to retire Bonds) of the Original Indenture as amended by Section 3 of the First Supplemental Indenture, by Section 3 of the Fourth Supplemental Indenture and by Section 3 of the Fifth Supplemental Indenture is hereby further 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", "Series C", "Series D" and "Series E".

§ 3.04. (A) (relating to issuance of bonds against bonds of other series and refundable debt) of the Original Indenture as amended by Section 3 of the First Supplemental Indenture, by Section 3 of the Fourth Supplemental Indenture and by Section 3 of the Fifth Supplemental Indenture is hereby further 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", "Series C", "Series D" and "Series E".

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, Series C, Series D or Series E issued under and secured by the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and this Sixth Supplemental Indenture shall be outstanding.

SECTION 4. The Company covenants and agrees to observe and comply with the provisions of § 5.18 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