same, nor shall any bonds of any other series be issued in lieu thereof or to refund the same so long as any of the Bonds of Series G remain outstanding.

(D) The Company covenants and agrees that so long as any Bonds of Series G shall remain outstanding it will not cause to be authenticated and delivered pursuant to this Indenture any bonds of any other series, maturing on or prior to February 1, 1991, unless provision shall be made 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 G Bonds retired through the sinking fund above provided for in Subdivision (C) of this Section 2.

Section 3. That so long as any of the Bonds of Series G are outstanding, the Company will not declare or pay any dividend (other than a dividend payable in shares of its capital stock) or make any other distribution, on or with respect to any class of its capital stock, or purchase or otherwise acquire any shares of its capital stock, of any class, unless after giving effect to such dividend, distribution, purchase, or other acquisition, the sum of (a) the aggregate amount of all dividends declared and all other distributions made (other than dividends declared or distributions made in shares of capital stock) on shares of its capital stock, of any class, subsequent to December 31, 1960, plus (b) the excess, if any, of the amount applied to or set apart for the purchase or other acquisitions of any shares of its capital stock, of any class, subsequent to February 15, 1961, over such amounts as shall have been received by the Company as the net cash proceeds of sales of shares of its capital stock, of any class, subsequent to February 15, 1961, shall not be in excess of the sum of $300,000, plus the



cumulative net income of the Company for the period from January 1, 1961, to the date of such dividend, distribution, purchase or other acquisition; provided, however, that notwithstanding the foregoing restrictions the Company may pay cash dividends and make sinking fund payments on any preferred stock of the Company at any time issued and outstanding which may be required by the terms thereof.

§ 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, by Section 3 of the Fifth Supplemental Indenture, by Section 3 of the Sixth Supplemental Indenture and by Section 3 of the Seventh 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", "Series E", "Series F", and "Series G".

§ 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, by Section 3 of the Fifth Supplemental Indenture, by Section 3 of the Sixth Supplemental Indenture and by Section 3 of the Seventh 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", "Series E", "Series F" and "Series G".

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, Series E, Series F, or Series G issued under and secured by the