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shall prior to the date fixed for redemption be deposited with the Trustee a copy of the resolution of the Board of Directors of the Company certified to by the Secretary of the Company stating that such redemption is not made in violation of the above restriction.

SECTION 3.2. The holder of each and every bond of Series C issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article and in Article 2 provided.

ARTICLE 4.

Covenant and Amendment to Original Indenture.

SECTION 4.1. The Company covenants that, so long as any Bonds of Series C shall be outstanding, it will comply with the provisions of Section 4.10 of the Original Indenture as altered by changing the date of "December 31, 1950" in each place in which such date appears in said Section to "November 30, 1960"; provided, however, the provisions of this Section shall not change the obligations of the Company as provided in the Original Indenture.

ARTICLE 5.

Miscellaneous.

SECTION 5.1. The Company is lawfully seized and possessed of all the real estate, franchises and other property described or referred to in this Third Supplemental Indenture as presently mortgaged; subject to the exceptions stated herein, such real estate, franchises and other property are free and clear of any lien prior to the lien of the Indenture except those referred to in the habendum clause hereof; and the Company has good right and lawful authority to mortgage the same as provided in and by the Indenture.

SECTION 5.2. The Trustee assumes no duties, responsibilities or liabilities by reason of this Third Supplemental Indenture other than as set forth in the Indenture; and this Third Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

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SECTION 5.3. Except as otherwise expressly provided herein, the terms used in this Third Supplemental Indenture shall have the meanings assigned thereto in the Indenture.

SECTION 5.4. As amended and modified by this Third Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 5.5. This Third Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.