

except out of consolidated net earnings available for restricted payments, nor (ii) redeem, purchase or otherwise acquire, directly or indirectly, or make any payment of principal of, any Subordinated Debentures prior to January 1, 1970; provided, however, that notwithstanding the foregoing limitations the Company may make required sinking fund payments on its 5 3/4% Convertible Subordinated Debentures due April 1, 1983 and its 7 1/2% Sinking Fund Debentures due April 1, 1983 but provided further that the amount of such sinking fund payments shall be included in any subsequent computation pursuant to this § 6.15.

"Consolidated net earnings available for restricted payments" shall mean an amount equal to (1) 80% of consolidated net earnings for the period (taken as one accounting period) commencing on January 1, 1961, and terminating at the end of the last fiscal quarter preceding the date of any proposed restricted payment, less (2) the sum of the following amounts (determined as of the time immediately preceding the making of any proposed restricted payment): (a) the aggregate amount of all dividends and other distributions paid or declared by the Company on any class of its stock after December 31, 1960, (b) the excess of the aggregate amount expended, directly or indirectly, after December 31, 1960, for the redemption, purchase or other acquisition of any shares of its stock over the aggregate amount received after December 31, 1968, as the proceeds of the sale of any shares of its stock, and (c) the excess of the aggregate amount expended, directly or indirectly, after December 31, 1960, for the payment of principal of, or (excluding accrued interest) for the redemption, purchase or other acquisition of, any Subordinated Debentures over the aggregate amount received after December 31, 1968, as the proceeds of the sale of any Subordinated Debentures. There shall not be included in any computation of restricted payments or of consolidated net earnings available for restricted payments: (x) dividends payable in stock of the Company; or (y) exchanges of stock of one or more classes of the Company, except to the extent that cash or other property (the value of which shall be determined by the Board of Directors) is involved in such exchange; or (z) any required prepayments or payments of principal of any 6 1/2% Subordinated Debentures due March 1, 1980 made after November 1, 1975. This covenant shall not apply to any purchase,

redemption, acquisition or principal payment of Subordinated Debentures in order to refund Subordinated Debentures with other Subordinated Debentures as permitted by § 6.14(b)(3)."

Section 1.08. § 6.16 of the Original Indenture is hereby amended to read in its entirety as follows:

"§ 6.16. The Company will not, without the prior written consent of the holders of Bonds of 1975 Series and Bonds of 1980 Series at the time outstanding as provided in § 17.04, (i) make any payments of interest on Subordinated Debentures, except as required by the terms thereof and as permitted by the subordination provisions relating thereto, or (ii) redeem, purchase or otherwise acquire, or make any payments of principal of, Subordinated Debentures except as permitted by the subordination provisions relating thereto and the provisions of § 6.15, or (iii) make or consent to any amendment of the Subordinated Debentures or Convertible Notes, or any indenture or other agreement relating thereto, which would advance the maturity thereof or otherwise increase the amounts payable with respect thereto (for principal or interest) prior to November 1, 1975 with respect to the Convertible Notes, prior to March 1, 1980 with respect to the 6 1/2% Subordinated Debentures due March 1, 1980 of the Company or prior to 1981 with respect to the 5 3/4% Convertible Subordinated Debentures due April 1, 1983 of the Company or the 7 1/2% Sinking Fund Debentures due April 1, 1983 of the Company, or which would modify the subordination provisions thereof in any manner adverse to the interests of the holders of Bonds of 1975 Series or Bonds of 1980 Series, or which would in any other respect adversely affect the holders of Bonds of 1975 Series or Bonds of 1980 Series."

Section 1.09. § 6.18 of the Original Indenture is hereby amended by inserting the words "or Bonds of 1980 Series" after the word "Series" in the second line thereof.

Section 1.10. Article 6 of the Original Indenture is hereby further amended by adding thereto a new section to read as follows:

"§ 6.19. Anything therein to the contrary notwithstanding, the Company will not, without the prior written consent of the