

Incorporated or any subsidiary thereof, or (c) from any acquisition or retirement or sale of stock or securities issued by the Company; or (iii) any restoration of any contingency reserve to income except to the extent that provision for such contingency reserve was made out of income accrued subsequent to December 31, 1968.

(B) From the amount of such gross revenues and other proper income credits for such period determined as provided in the preceding clause (A) there shall be deducted an amount equal to the aggregate of all expenses and other proper income charges (exclusive of losses from the sale, exchange or abandonment of capital assets) for such period, determined in accordance with generally accepted accounting principles consistently applied throughout the entire period involved but in any event including (without in any respect limiting the generality of the foregoing) the following items: (i) all interest and rental charges; (ii) amortization of debt discount and expense and amortization of all other deferred charges properly subject to amortization; (iii) provision for all taxes in respect of property and in respect of income, excess profits or otherwise, excluding, however, any tax or tax credit applicable to any gain or loss arising from any sale of capital assets or from any acquisition or retirement or sale of stock or securities issued by the Company; (iv) provision for contingency reserves, whether general or specific, properly deductible from income; (v) provision for depreciation, depletion, obsolescence and/or amortization (including depreciation and amortization of leasehold improvements); and (vi) all items charged or chargeable to surplus less credits thereto which are applicable to periods subsequent to December 31, 1968 (including, without limiting the generality thereof, items charged or chargeable to retained earnings, surplus reserves, and accounts representing appropriations of surplus or retained earnings and excluding items charged or chargeable to paid-in or capital surplus) except dividends or other distributions to stockholders and transfers to capital.

(B) The provision of \$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, by Section 3 of the Seventh

Supplemental Indenture, by Section 3 of the Eighth Supplemental Indenture, by Section 3 of the Ninth Supplemental Indenture and by Section 3 of the Tenth Supplemental Indenture are 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", "Series G", "Series H", "Series I" and "Series J".

The provisions of \$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, by Section 3 of the Seventh Supplemental Indenture, by Section 3 of the Eighth Supplemental Indenture, by Section 3 of the Ninth Supplemental Indenture and by Section 3 of the Tenth Supplemental Indenture are 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", "Series G", "Series H", "Series I" and "Series J".

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, Series G, Series H, Series I or Series J issued under and secured by the original Indenture and all supplements thereto including this Eleventh Supplemental Indenture shall be outstanding.

Section 4. The Company covenants and agrees that so long as the Series J Bonds shall remain outstanding, it will on one occasion during each three year period, commencing with the three year period beginning January 1, 1970, upon the written request of the holders or registered owners of not less than twenty-five per centum (25%) in principal amount of the Series J Bonds then outstanding, have the physical properties of the Company inspected at the Company's