

In the event the retirement of Series B Bonds is to be made by redemption, such Bonds shall be redeemed in the manner provided in Article 4 of the Original Indenture. Series B Bonds shall be callable for the sinking fund at any time at the principal amount thereof, without premium, plus accrued interest to the date fixed for redemption.

All Series B Bonds purchased or redeemed by the Trustee pursuant to the provisions of Subdivision (C) of this Section 2 and any unapportioned coupons, shall be forthwith cancelled and shall thereafter be delivered by it upon the written order of any officer of the Company, and no Bonds of Series B shall be issued in lieu thereof or to refund the 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 B remain outstanding.

(D): The Company covenants and agrees that so long as any Bonds of Series B 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 March 1, 1974, 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 B Bonds retired through the sinking fund above provided for in Subdivision (C) of this Section 2.

SCHEDULE 3, § 5.15 of Article 5 (relating to restrictions on dividends) of the Original Indenture is hereby amended so that the first paragraph thereof shall read as follows:

"That, so long as any of the bonds of Series A or Series B are outstanding, it will not declare or pay any dividends upon any shares of its common stock (other than dividends payable solely in shares of its common stock), or make any other distribution upon any shares of its common stock or purchase or otherwise retire any shares of its common or preferred stock, unless the earned surplus of the Company remaining after the payment of such dividends upon any shares of its common stock or the making of such distribution upon any shares of its common stock or purchase or retirement of common or preferred shares shall be at least equal to the earned surplus of the Company at September 1, 1946."

§ 6.10 (relating to use of cash to retire Bonds) of the Original Indenture is hereby 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".

§ 3.04 (A) (relating to issuance of bonds against bonds of other series and refundable debt) of the Original Indenture is hereby 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".

The Company agrees to observe and comply with the provisions of said sections, as so amended, so long as any Bonds of Series A or Series B issued under and secured by the Original Indenture or this Supplemental Indenture shall be outstanding.

SCHEDULE 4, § 5.18 of Article 5 of the Original Indenture is hereby amended and modified, effective upon the execution and delivery of this Supplemental Indenture, by