

Section 1 of Article II of this Supplemental Indenture, said cash, or any part thereof exceeding \$10,000, shall not have been so used by the Corporate Trustee for the purchase of bonds, the Corporate Trustee shall notify the Company in writing of the amount of cash so held, and the Company hereby covenants and agrees that if it then be not in default, as defined in Section 1 of Article VI of the Indenture, promptly to redeem, in the manner provided in Article V of the Indenture, such number of bonds as will, as nearly as may be, exhaust the money so held in the Sinking Fund, and pending such redemption, no further bonds shall be purchased by the Corporate Trustee from such moneys. Notwithstanding any other provisions in the Indenture, the redemption price of any bonds redeemed pursuant to the provisions of this Article shall be the face amount of such bonds, together with accrued interest thereon, and the premium, if any, as provided for in the form of such bonds for the redemption of bonds from funds in the Sinking Fund. The Company agrees to deposit with the Corporate Trustee such sums as may be necessary to pay the accrued interest, if any, on any bonds purchased or redeemed pursuant to this Article.

ARTICLE III.

ADDITIONAL COVENANTS OF THE COMPANY.

Section 1. The Company covenants that, so long as any of the bonds of the 4 $\frac{7}{8}$ % Series due 1985 are outstanding, it will not declare or pay any dividends (excepting stock dividends) on any share or shares of its common stock, or apply any of the funds or assets of the Company (excepting the proceeds from the sale of other shares of stock), to the purchase or retirement of any share or shares of common stock, in excess of the net income of the Company derived from the operation of its business after December 31, 1956, plus the sum of \$1,250,000, and that no such dividends will be paid or purchase or retirement of its common shares made at a time when the Company shall be in default under any of the provisions of said Indenture.

Section 2. Upon presentation of any bond of the 4 $\frac{7}{8}$ % Series due 1985 which is to be redeemed in part only, the Company shall execute, and the Corporate Trustee upon cancellation of such Bond shall authenticate and deliver to the registered holder thereof, without cost to such