

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 4½% Series due 1993 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, 1961, plus the sum of \$2,225,000, 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 4½% Series due 1993 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 holder, a new Bond or Bonds of the same series and of any authorized denomination or denominations, for the unredeemed portion of the Bond so presented, or, at the option of such registered holder, there may be noted thereon at the direction of the Corporate Trustee the payment of the portion of the principal amount of such Bond so called for redemption; provided, however, that payment of the redemption price of a portion of any such Bond may be made directly to the registered holder thereof without presentation or surrender thereof if there shall have been filed with the Corporate Trustee a signed copy or a copy certified by the Secretary or an Assistant Secretary of the Company to be a true copy of an agreement between the Company and such registered holder that payment shall be so made at the address specified therein and that such registered holder will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such Bond shall have been presented to the Corporate Trustee for appropriate notation thereon of the portion of the principal amount thereof