

cash so deposited.

Any bonds issued under this Indenture delivered to, deposited with, purchased or redeemed by, the Corporate Trustee pursuant to any of the provisions of this Section, shall forthwith be canceled by the Corporate Trustee, and upon the request of the Company, the Corporate Trustee shall cremate the same and deliver to the Company a certificate of such cremation.

(III) The Company further covenants and agrees that so long as any of the bonds of the 1969 Series remain Outstanding, it will not declare or pay any dividends (except dividends payable in Common Stock of the Company) upon its Common Stock or upon its First Preferred Stock (7%) or its Preferred Stock (6%); or make any disbursement for the purchase of any of its stock, unless after the payment of the proposed dividend or the proposed disbursement or proposed distribution the surplus of the Company shall be at least equal to such surplus as it existed on August 31, 1939, after deduction therefrom of an amount equal to the accumulated unpaid dividends on said date, plus such unpaid dividends, if any, as may have accumulated at any time during the period subsequent to said date, on said First Preferred Stock (7%) and Preferred Stock (6%) of the Company issued and outstanding on said August 31, 1939, and after the application of any adjustments properly applicable to the surplus accumulated prior to August 31, 1939, including any adjustments to surplus thereafter made to reflect any previously unamortized bond discount and expense, any call premium and any duplicate interest expense charged off or incurred by the Company, in connection with the calling and redemption of its First Mortgage Twenty Year Sinking Fund Gold Bonds outstanding on said August 31, 1939.

SECTION 40. That it will, subject to the provisions of Article XV hereof, at all times maintain its corporate existence and right to carry on business, and duly procure all renewals and extensions thereof, if and when any shall be necessary and, subject to the provisions of this Indenture, will use its best efforts to maintain, preserve and renew all the rights powers, privileges and franchises owned by it.

SECTION 41. That if it shall fail to perform any covenants contained in Sections 36, 37, 38, or 40 hereof, the Corporate Trustee may make advances to perform the same in its behalf, but shall be under no obligation so to do unless requested so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then Outstanding hereunder and furnished with funds adequate for the purpose and also adequate to pay any expense incurred in connection with such performance; and all sums so advanced shall be at once repayable by the Company, and shall bear interest at the rate of six per centum (6%) per annum until paid, and all sums so advanced with the interest thereon shall be secured hereby, having the benefit of the Lien hereof in priority to the indebtedness evidenced by the bonds and coupons issued hereunder, but no such advance shall be deemed to relieve the Company from any default hereunder.

SECTION 42. That it will cause this Indenture to be promptly recorded and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustees, and will promptly, after the execution of this Indenture, furnish to the Corporate Trustee an Opinion of Counsel, stating that such recording and filing has been made. That it will re-record and refile this Indenture in such manner and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustees, and will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this