

ing December, an amount equal to three-eighths of one per cent ($\frac{3}{8}$ of 1%) of the maximum principal amount of the bonds of Series B due 1971 which shall have been at any one time outstanding pursuant to the provisions of the Indenture, and to continue said Sinking Fund payments, with respect to the bonds of Series B due 1971, required by this Section 1 and by Section 2 of Article II of said Supplemental Indenture dated November 1, 1941, until the payment or redemption of all the bonds of the Series B due 1971, notwithstanding any earlier payment or redemption of the bonds of the $3\frac{1}{2}\%$ Series due 1971.

Section 2. While any of the bonds of the Series B due 1971 shall remain outstanding, the Company covenants and agrees that in the event it creates and issues under the provisions of the Indenture, bonds of any new series, it will pay into said Sinking Fund, in addition to any payments which may be required to be made under Section 1 hereof, or Section 1 of Article II of said Supplemental Indenture dated November 1, 1941, annually at the time set forth in said sections, an amount not less than one and one-eighth per cent ($1\frac{1}{8}\%$) of the maximum principal amount of bonds of such other and new series which shall have been at any one time outstanding under the provisions of the Indenture. Subject to the provisions of this section, Sinking Fund provisions applicable to any new series of Bonds shall be fixed and determined by resolution of the Board of Trustees of the Company pertaining to any of such remaining bonds.

Section 3. The Company covenants and agrees that all of the provisions contained in Sections 3 through 8 inclusive of Article II of said Supplemental Indenture dated November 1, 1941, shall be, and shall continue to be, applicable to the bonds of the Series B due 1971, except as hereinafter otherwise provided, until the payment or redemption of all bonds of the Series B due 1971.

Section 4. If within one hundred twenty (120) days after the deposit of cash in the Sinking Fund provided for in Section 1 of Article II of said Supplemental Indenture dated November 1, 1941, and/or provided for in 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 and premium, if any, on any bonds purchased or redeemed pursuant to this Article.

ARTICLE III.

Additional Restrictions.

Section 1. The Company covenants and agrees that any additional bonds issued pursuant to Section 13 of Article I of said Indenture, and any cash withdrawn from the Corporate Trustee pursuant to the provisions of Section 17 of Article I of said Indenture, or any credit taken pursuant to Section 4 of Article II of the Supplemental Indenture dated November 1, 1941, or any credit taken pursuant to the provisions of Section