

net earnings of the Company subsequent to January 1, 1960 (reduced by the amount of income taxes deferred due to accelerated depreciation) in excess of the sum of (i) the principal amount of the Bonds of the original issue of 5½% Serial First Mortgage Trust Bonds, First Series, and of the 5½% Serial First Mortgage Trust Bonds, Second Series, which have matured to the date of such payment or purchase, and (ii) all other charges to surplus (except the payments and purchases referred to and dividends payable in capital stock of the Company and charges to surplus in connection with the retirement of preferred stock and the issuance of the Company's 7½% Subordinated Debentures Series of 1959 as a part of such retirement), all on a cumulative basis."

SIXTH: By adding at the end of Article X of said original Trust Indenture dated May 15, 1957, a new section to be designated as Section 4 reading as follows:

"SECTION 4

"All the foregoing provisions of this Article X shall henceforth apply to any default in any of the provisions of the fourth Supplemental Trust Indenture securing the 5½% Serial First Mortgage Trust Bonds, First Series, and the 5½% Serial First Mortgage Trust Bonds, Second Series, of Southern Bakeries Company and shall likewise apply to any default in any of the Bonds of either or both issues, so that a default in any of the obligations or provisions related to or included in the Bonds of either issue shall constitute a default as to both issues, with all consequential rights and remedies on default as herein set forth to be available to the Trustee and enforceable against both issues and against the properties securing the same."

TO HAVE AND TO HOLD all of the above described properties, real, personal and mixed, heretofore described in the original Trust Indenture dated May 15, 1957, and in the three Supplemental Trust Indentures heretofore referred to and in this fourth Supplemental Trust Indenture together with all and singular the appurtenances thereunto belonging unto the said Security National Bank of Greensboro as Trustee, and its successors and assigns, in trust, nevertheless, upon the terms and trusts herein set forth and upon the terms and trusts set forth in said