

indenture, except that such documents shall refer to the reduction of cash rather than to a withdrawal of cash and the engineer's certificate shall state the cost of property additions required during the applicable period and the excess of the cost of gross property additions purchased, constructed or otherwise acquired over the cost of property additions retired during such period and the period to be specified in such engineer's certificate during which the property additions were purchased, constructed or otherwise acquired and/or retired by the Company, shall commence on January 1, 1949,

provided that the certificates filed by the Company under and pursuant to the provisions of Section 2 of Article IV, as amended, of the Second Supplemental Indenture or Section 2 of Article IV, as amended, of the Fourth Supplemental Indenture or Section 2 of Article IV, as amended, of the Fifth Supplemental Indenture or Section 2 of Article IV, of the Seventh Supplemental Indenture or Section 2 of Article IV, of the Eighth Supplemental Indenture shall be in lieu of the certificates above provided which need not be filed separately so long as similar certificates are filed under any of said supplemental indentures.

Any cash deposited with the Trustee under Subdivision (F) of this Section, in accordance with the request of the Company expressed by a certified resolution, shall be applied by the Trustee to the purchase or redemption of Bonds of the Seventh Series or paid over to the Company upon delivery by the Company to the Trustee of an aggregate principal amount of issued Bonds of the Seventh Series equal to the amount of cash so to be paid over. Any such cash may also be withdrawn by the Company upon compliance with the provisions of Section 3 of Article VIII of the Indenture.

Any Bonds of the Seventh Series delivered to, or purchased or redeemed by, the Trustee pursuant to provisions of this Section shall forthwith be cancelled by the Trustee and shall not be reissued. So long as any Bonds of the Seventh Series are outstanding, no property additions included in the bondable property for which credit is claimed under Subdivision (vii) of paragraph (a) of this Section, and no Bonds purchased or redeemed pursuant to the provisions of this Section, shall thereafter be used as a basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the

amount of cash required to be paid to the Trustee under any provisions of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture or of this Supplemental Indenture, unless the total of expenditures and credits previously certified to the Trustee under this Section, plus the total of cash deposited under this Section, is more than the Maintenance Fund requirement for the same period and then only to the extent of such excess.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds of the Seventh Series pursuant to the provisions of this Article:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Trustee under Sections 1 and 2 of this Article IV, an amount equal to the amount by which the aggregate principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. The term "operating revenues of the Company" as that term is used in this Article IV shall mean and include all revenues derived by the Company from the operation of its plant and properties, remaining after deducting therefrom an amount equal to the aggregate cost to the Company of electric energy or gas purchased for resale to others and rentals paid for the use of property owned by others and leased to or operated by the Company and the maintenance of which and depreciation or depletion on which are borne by the owners.