

or reduction of cash, prior lien bonds which shall have been perfected under them (b) or Section 2 of this Article III shall not however be deemed to have been declared as provided in said item (b).

ARTICLE IV.

(COVENANTS WITH RESPECT TO DIVIDENDS)

SECTION 1. The Company covenants that, so long as any Bonds of Seventh Series are outstanding, it will not declare or pay any dividend on its common stock (other than dividends payable solely in shares of its common stock) or make any other distribution on or purchase any shares of its common stock, unless, after giving effect to such dividend, distribution or purchase, the aggregate of all such dividends and distributions and all amounts applied to such purchases, subsequent to November 30, 1946, shall not exceed the earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946, and unless (in the case of dividends declared or paid after May 31, 1949) the remainder of such earned surplus so accumulated, after giving effect to such dividend, distribution or purchase, shall be at least equal to the sum of (a) the amount, if any, by which the aggregate of the amounts charged or provided by the Company for maintenance of and repairs to, and for depreciation of, its mortgaged property, from December 1, 1946, to May 31, 1948, shall be less than the cumulative maintenance and replacement requirement for the period December 1, 1946, to May 31, 1948, as determined as provided in Section 1 of Article IV of the First Supplemental Indenture, plus (b) the amount, if any, by which the aggregate of the amounts provided by the Company for depreciation of the mortgaged property from June 1, 1948, to the end of the calendar year preceding such dividend, distribution or purchase shall be less than the cumulative replacement requirement (determined as provided in Section 1 of Article IV of the Second, Third, Fourth and Fifth Supplemental Indentures and Section 1 of Article 3 III of the Sixth and Seventh Supplemental Indentures) at the end of such calendar year.

For the purposes of this Article IV, the earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946, shall be determined in accordance with general accounting practices provided, however, that (i) all direct charges to earned surplus, except charges concerned by dividends on preferred or common

stock of the Company (other than dividends payable solely in common stock of the Company) or by other distributions on or purchases of shares of common stock of the Company, shall be deemed to be charges against earned surplus existing at November 30, 1946, to the extent thereof, and to such extent shall not diminish earned surplus accumulated subsequent to that date, and (ii) profits or losses resulting from the sale or abandonment of capital assets, or taxes on or in respect of any such profits, shall not be credited to or charged against earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946.

The provisions of this Section 1 shall not apply to the acquisition of shares of common stock of the Company effected through the exchange of other shares of common stock of the Company or otherwise acquired without expenditure of assets of the Company.

SECTION 2. The Company covenants that, so long as any Bonds of Seventh Series are outstanding, it will file with the Trustee within four months after the close of each calendar year beginning after December 31, 1945, an accountant's certificate stating as of the end of such calendar year:

(i) the earned surplus of the Company available for dividends on its common stock accumulated subsequent to November 30, 1946, (ii) the aggregate amount of all dividends (other than dividends payable solely in shares of common stock of the Company) and other distributions on or purchases for value of shares of common stock of the Company subsequent to November 30, 1946, (iii) the cumulative maintenance and replacement requirement (determined as provided in Section 1 of Article IV of the First Supplemental Indenture) for the period December 1, 1946, to May 31, 1948, (iv) the aggregate of the amounts charged or provided by the Company for maintenance of and repairs to, and for depreciation of, the mortgaged property, from December 1, 1946, to May 31, 1948, (v) the cumulative replacement requirement (determined as provided in Section 1 of Article IV of the Second, Third, Fourth and Fifth Supplemental Indentures and Section 1 of Article III of the Sixth and Seventh Supplemental Indentures) from June 1, 1948, to the end of such calendar year, and (vi) the aggregate of the amounts provided by the Company for depreciation of the mortgaged property from June 1, 1948, to the end of such calendar year; provided that any such accountant's certificate filed pursuant to the provisions of Section 2 of Article IV of the Second, Third, Fourth or Fifth Supplemental Indentures or pursuant