to the provisions of Section 2 of Article IV of the Sixth Supplemental Indenture containing the same information as of the same dates as required herein, shall be deemed to have been filed pursuant to the provisions of this Section 2 and compliance with the provisions of Section 2 of Article V of the Second, Third, Fourth or Fifth Supplemental Indenture or the provisions of Section 2 of Article IV of the Sixth Supplemental Indenture shall constitute compliance with the provisions of this Section 2.

ARTICLE V.

Additional Covenant.

Section 1. The Company covenants that, so long as any Bonds of Seventh Series are outstanding, it will not, in any case wherein an earnings certificate conforming to the provisions of subdivision 3(f) of Section 3.03 of the Indenture is required, issue any additional bonds unless the accountant's certificate (or independent accountant's certificate, as the case may be) required by said subdivision 3(f) shall show, in addition to the matters required to be shown by the provisions of said subdivision 3(f), that the net earnings of the Company available for interest for the twelve months' period covered by said certificate (calculated as prescribed by said subdivision 3(f)) less the amount, if any, by which the provisions made by the Company for depreciation of the mortgaged property during such twelve months' period shall be less than two and four-tenths per cent (2.4%) of the amount of the gross property account of the Company (determined in accordance with the provisions of Section 1 of Article III of this Seventh Supplemental Indenture) at the beginning of such period, is at least two times the amount of the aggregate annual interest charges on the bonds and prior lien bonds specified in subparagraphs (i), (ii) and (iii) of subdivision 3(f) of Section 3.03 of the Indenture.

ARTICLE VI.

The Trustees.

Section 1. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventh Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustees by reason of this Seventh Supplemental Indenture other than as set forth in the Indenture; and this Seventh Supplemental Indenture is executed and accepted on behalf of the Trustees, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE VII.

Miscellaneous Provisions.

Section 1. Except in so far as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture shall be deemed to be incorporated in, and made a part of, this Seventh Supplemental Indenture; and the Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture and this Seventh Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture and this Seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 2. Nothing in this Seventh Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Seventh Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Seventh Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of bonds issued and to be issued under the Indenture and secured thereby.

Section 3. All covenants, stipulations and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company shall bind and (subject to the provisions of the Indenture) inure to the benefit of its successors and assigns, whether so expressed or not.