

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 Any such cash may also be withdrawn by the Company upon compliance with the provisions of Section 3 of Article VIII of the Indenture.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 Ninth 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 Ninth 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 2, 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, the Ninth Supplemental Indenture, the Tenth 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 Ninth 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.

Section 5. No moneys received by the Trustee pursuant to any provision of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture or this Supplemental Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Improvement and Sinking Fund or Maintenance Fund provided for in this Article IV.

ARTICLE V.

Additional Covenants.

The Company hereby covenants, warrants, and agrees:

Section 1. That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of the Ninth Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture,