

Any moneys deposited with the Trustee under this Article IV, which shall not have been withdrawn by the Company or applied by the Trustee at the direction of the Company to the purchase or redemption of bonds or prior lien bonds within five years from the date of deposit thereof, shall be applied by the Trustee, in excess of one hundred thousand dollars (\$100,000), toward the purchase or redemption of bonds or prior lien bonds in the manner provided in Section 8.02 of the Indenture, except that the Company shall not be required to provide the Trustee with any amount by which the price at which such bonds or prior lien bonds are purchased or redeemed exceeds the principal amount thereof and shall not be entitled to receive from the Trustee the amount by which said price is less than said principal amount.

SECTION 5. Any net property additions, bonds or prior lien bonds which have become bonded by being included under item (d), (e) or (f) of any replacement certificate filed with the Trustee under this Article IV may subsequently cease to be bonded under said items on utilizing the replacement fund credit, if any, stated in the last filed replacement certificate, but only in an amount not exceeding (1) in the case of such net property additions, the cost or fair value to the Company thereof, whichever is less, and (2) in the case of bonds or prior lien bonds, the amount with respect thereto included under item (e) or (f) at the time of the utilization thereof in any replacement certificate; and thereupon any prior lien bonds deducted under item (d) in respect of such net property additions shall no longer be deemed to have been deducted as provided in said item (d) for the purposes of any subsequent application under the Indenture for the authentication and delivery of bonds or the withdrawal or reduction of cash. Such changes shall become effective upon the filing with the Trustee of an officers' certificate stating that the bonded net property additions, bonds

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, 1948) 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, the 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, all 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 this Second Supplemental Indenture) at the end of such calendar year.

For the purposes of this Article V, 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 sound accounting practice; provided, however, that (i) all direct charges to earned surplus, except charges occasioned 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 sur-

or prior lien bonds referred to therein are to cease to be bonded upon the utilization of an amount, specified therein and determined as aforesaid, of the replacement fund credit stated in the last filed replacement certificate, and describing any bonded net property additions included therein and stating their cost and fair value to the Company, and describing any prior lien bonds theretofore deducted in respect of such net property additions.

Whenever any replacement fund credit, or any part thereof, has been utilized as hereinbefore in this Article IV stated, such replacement fund credit shall be diminished to the extent so utilized for all future purposes.

SECTION 6. Whenever all Bonds of Second Series are paid or redeemed, the Company shall be entitled to any remaining moneys received by the Trustee and then held undispensed of under the provisions of this Article IV, and all net property additions, bonds and prior lien bonds, which have become bonded by being included in any replacement certificate filed under this Article IV, shall thereupon cease to be bonded; and, for the purposes of any subsequent application under the Indenture for the authentication and delivery of bonds or the withdrawal or reduction of cash, prior lien bonds which shall have been deducted under item (d) of Section 2 of this Article IV shall no longer be deemed to have been deducted as provided in said item (d).

ARTICLE V.

COVENANT WITH RESPECT TO DIVIDENDS.

SECTION 1. The Company covenants that, so long as any Bonds of Second 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

plus 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 Second Series are outstanding, it will file with the Trustee within four months after the close of each calendar year beginning after December 31, 1947, 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 this Second Supplemental Indenture) from June 1, 1948, to the end of