

and if the total of the amount set forth in subdivisions (iii) to (vi) inclusive of this paragraph (4) is less than the amount set forth in subdivision (ii) hereof to the extent of any such deficiency, further stating:

(vii) the expenditures for bondable property charged to plant accounts of the Company reduced to \$100,000 in excess of the cost of property adjustments applied to such accounts on and after January 1, 1949 and not thereafter made on the basis of the authentication and delivery of Bonds or withdrawal of cash, or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Supplemental Indenture, the Supplemental Indenture of July 1, 1939, the Supplemental Indenture of July 1, 1940, or of this Supplemental Indenture for which the Company has agreed to take credit under this Section; and

(viii) the amount of any cash or 3½% Bonds of 1979 Series theretofore issued and outstanding then to be deposited with the Trustee as a credit under this section:

(b) If any of the bondable property referred to in subdivision (a) of this paragraph (a) shall consist of property additions, such as patents, copyrights, trademarks, franchises, licenses, contracts, resolutions, certificates, instruments, options, notes, bonds, debentures, mortgages, or other securities, or interests in Bonds and contracts, except that Section 3 of Article VIII of the Original Indenture, except that such documents shall refer to the Company, shall commence on January 1, 1949.

Any cash deposited with the Trustee under 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 2 1/2% Bonds of 1979 Series or paid over to the Company upon delivery to the Company to the Trustee of an aggregate principal amount of 2 1/2% Bonds of 1979 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 Any such cash may also be withdrawn by the Company upon compliance with the provisions of Section 3 of Article VIII of the Indenture.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 2045 Bonds of 1970 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 released. Should any such Bonds be lost, stolen or destroyed, no replacement or additional bonds included in the bondable property (which credit is defined under subdivision (vi) of paragraph (a)), and no Bonds purchased or redeemed pursuant to the provisions of this section, shall thereafter be subject to cancellation or redemption by the Trustee without 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 Supplemental Indenture of April 1, 1949 or of any subsequent Supplemental Indentures. The cash so deposited by the County 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

SECTION 3. Upon the purchase or redemption by the Trustee of any 2½% Bonds of 1979 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 nevertheless 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 money 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 (less thereof), paid by the Company to the Government of the United States.