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 IV of this Third 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 VII.

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 Third 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 Third Supplemental Indenture other than as set forth in the Indenture; and this Third 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 VIII.

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 Third Supplemental Indenture; and the Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture and this Third Supplemental Indenture is in all respects ratified and confirmed; and the Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 2. Nothing in this Third 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 Third Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Third 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 Third 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.

Section 4. The headings of the several Articles of this Third Supplemental Indenture are inserted for convenience of reference, and shall not be deemed to be any part thereof.

Section 5. This Third Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts when so executed shall be deemed to be an