

drawn by the Company upon compliance with the provisions of Section 3 of Article VIII of the Indenture.

Any Bonds of 1981 Series delivered to, or purchased or redeemed by, the Company shall be subject to the provisions of this Article and shall be cancelled by the Trustee and shall not be returned. No part of any Bonds of 1981 Series are outstanding, no property additions included in the bondable property for which credit is claimed under subdivision (vi) of paragraph (6), and no Bonds purchased or redeemed by the Company shall be subject to the provisions of this Article. 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, or the purchase or redemption of any Bonds of the Original Indenture, the Fifth Supplemental Indenture, or the Sixth 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 1981 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 lieu of interest on the Bonds so purchased or redeemed, the difference between the purchase price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of advertising or publishing and all brokerage charges shall be paid by the Company. The Trustee, at its option, shall foreclose 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 the Bonds purchased or redeemed exceeds the 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 shall mean and include all revenues derived by the Company from the operation of its gas 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 the Company, and the maintenance and depreciation of the equipment of which and depreciation or depletion on which are borne by the owners.

Section 5. No moneys received by the Trustee pursuant to any provisions of this Article shall be used for the purchase or redemption of any Bonds of the Original Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, or this Supplemental Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to any time of Article VIII of the Original Indenture, shall be credited at any time to the Maintenance Fund or the 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 Indenture, and that the Company has the right to sell and convey the same 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 1981 Series, free and clear of any deed of trust, mortgage, lien, claim, or other encumbrance, and that the Company, prior to the issue of the Bonds, has executed and delivered to the Trustee the title clauses of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, or this Supplemental Indenture.

Section 2. So long as any Bonds of 1981 Series are outstanding, in the event that all or substantially all of the gas properties (either with or without including the gas property in the City of Ashton,