

accordance with sound accounting practice, on a cumulative basis, including the making of proper deductions for any deficits occurring during any part of such period) plus \$3,000,000.

The Company further covenants and agrees that not later than May 1 of each year beginning with the year 1961 it will furnish to the Corporate Trustee a Treasurer's Certificate stating whether or not the Company has fully observed the restrictions imposed upon it by the covenant contained in this Section 2.

### ARTICLE III.

#### Improvement Fund for Bonds of the Seventh Series.

SECTION 3. The Company covenants that, so long as any bonds of the Seventh Series shall remain Outstanding, it will, as an additional improvement fund for the benefit of the bonds of the Seventh Series Outstanding under the Mortgage, as supplemented, on or before October 1 of each year beginning with the year 1961, in addition to the amounts which will be required as to the bonds of the Seventh Series pursuant to the original provisions of Section 39 of the Mortgage, deliver to the Corporate Trustee, an amount in cash and/or principal amount of bonds of the Seventh Series equivalent to another one-half (½) of one per centum (1%) of the greatest principal amount of bonds of such Seventh Series prior to January 1 of such year at any one time Outstanding and such delivery shall be deemed to be an additional requirement of said Section 39 and subject to all the provisions thereof excepting

(a) that the right to obtain credits against the amount of cash or bonds of the Seventh Series payable or deliverable not only pursuant to the provisions of this Section 3 but also pursuant to the original provisions of Section 39 of the Mortgage for the Cost or then Fair Value to the Company (whichever is less) of any Property Additions which shall be set forth in the Treasurer's Certificate provided for by said Section 39 pursuant to the requirements of clause (b) of subdivision (A) of said Section 39 in respect of the bonds of the Seventh Series only shall be limited to seventy per centum (70%) of such Cost or then Fair Value to the Company (whichever is less); and

(b) that cash deposited not only pursuant to the provisions of this Section 3 but also pursuant to the original provisions of said Section 39 in respect of bonds of the Seventh Series only may be withdrawn, used or applied from time to time only in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 and Section 32 of the Mortgage with respect to cash deposited under Section 30 thereof and, for all purposes of Section 26 of the Mortgage, such cash shall be treated as if the same had been deposited under Section 30 of the Mortgage.

### ARTICLE IV.

#### Miscellaneous Provisions.

SECTION 4. Subject to the amendments provided for in this Sixth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Sixth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 5. So long as any bonds of the Second, Third, Fourth, Fifth, Sixth or Seventh Series are Outstanding, any cash held at any time in any sinking or improvement fund or similar device for the retirement of bonds (other than cash deposited under the provisions of Section 64 of the Mortgage, which cash shall be governed as provided in the Mortgage, as supplemented) of the First, Second, Third, Fourth, Fifth, Sixth or Seventh Series shall continue to be deemed to be and to have been Funded Cash, notwithstanding that all bonds of one or more of such series shall have ceased to be Outstanding.

SECTION 6. The provisions of the third and fourth paragraphs of Section 64 of the Mortgage with reference to the bonds of the First Series (therein called "1965 Series"), shall also be deemed to apply separately to the bonds of the Seventh Series to the same extent as if such paragraphs had been repeated in said Section 64 with the words "Seventh Series" substituted therein wherever the figure and word "1965 Series" occur.