

ANNUAL OR OTHER REPORT OF THE COMPANY OR THE SUBSIDIARY COMPANY, AS THE CASE MAY BE, AS HAVING BEEN CHARGED TO OPERATING EXPENSES, MAINTENANCE OR DEPRECIATION OR TO A REPLACEMENT OR RENEWAL ACCOUNT OR RESERVE IN ANY WAY (EXCEPT SUCH EXPENDITURES AS MAY HAVE BEEN REIMBURSED FROM THE GENERAL RESERVE FUND AS PROVIDED IN ARTICLE FIFTH OF THIS INDENTURE, AS TO WHICH EXPENDITURES THE SAID GENERAL RESERVE FUND SHALL HAVE BEEN ITSELF REIMBURSED, AS PROVIDED IN SECTION 50 HEREOF), NOR WERE SUCH AS SHALL, AT THE TIME, BE PROPERLY CHARGEABLE TO OPERATING EXPENSES OR TO A REPAIR, MAINTENANCE, DEPRECIATION, REPLACEMENT OR RENEWAL EXPENSE ACCOUNT OR RESERVE UNDER GENERALLY RECOGNIZED RULES AND PRINCIPALS OF ACCOUNTING EMPLOYED BY FIRST-CLASS CORPORATIONS ENGAGED IN A BUSINESS SIMILAR TO THAT TRANSACTED BY THE COMPANY MAKING THE EXPENDITURES, AND (3) THAT NO PORTION OF THE EXPENDITURES SO CERTIFIED HAD BEEN INCLUDED IN ANY CERTIFICATE PREVIOUSLY FURNISHED TO THE TRUSTEE UNDER THIS ARTICLE THIRD OR REIMBURSED FROM OTHER BONDS ISSUED HEREUNDER OR THE PROCEEDS THEREOF, OR FROM ANY MONEYS PAID OUT OF THE SAID GENERAL RESERVE FUND, AS TO WHICH MONEYS THE SAID FUND SHALL NOT ITSELF HAVE BEEN REIMBURSED, AS PROVIDED IN SECTION 50 HEREOF, OR FROM ANY MONEYS DISBURSED UNDER ANY OTHER PROVISIONS OF THIS INDENTURE OR FROM ANY INSURANCE MONEYS, PROCEEDS OF PROPERTY TAKEN BY EMINENT DOMAIN OR OF SALE OF ANY PROPERTY UNDER ANY UNDERLYING MORTGAGE, OR HAD BEEN NECESSARY TO COMPENSATE ANY EXCESS DESCRIBED IN SUB-SECTION VI OF THIS SECTION 29.

(D) IN A CASE WHERE BONDS ARE TO BE AUTHENTICATED AND DELIVERED HEREUNDER, A CERTIFICATE, SIGNED AND VERIFIED IN THE SAME MANNER AS THE CERTIFICATE PROVIDED FOR IN PARAGRAPH (C) OF THIS SUB-SECTION II SECTION 29, WHICH CERTIFICATE SHALL ALSO CERTIFY THAT THE AGGREGATE NET EARNINGS (AS HEREIN DEFINED) OF THE COMPANY FOR THE PERIOD OF TWELVE CONSECUTIVE CALENDAR MONTHS ENDING NOT MORE THAN SIXTY DAYS PRIOR TO THE DATE ON WHICH SUCH BONDS ARE TO BE DELIVERED WERE AT LEAST EQUAL TO ONE AND THREE-QUARTERS TIMES THE ANNUAL INTEREST CHARGES ON THE TOTAL AGGREGATE BONDED INDEBTEDNESS (AS HEREIN DEFINED) OF THE COMPANY, AND FURTHER THAT THE COMPANY IS NOT, AT THE TIME, IN DEFAULT WITH RESPECT TO ANY COVENANT OR AGREEMENT CONTAINED IN THIS INDENTURE.

(E) IN CASE ANY NEW PROPERTY DESCRIBED IN THE CERTIFICATE PROVIDED FOR IN PARAGRAPH (C) OF THIS SUB-SECTION II SHALL HAVE BEEN PREVIOUSLY CONSTRUCTED, USED OR OPERATED BY OTHERS THAN THE COMPANY OR A SUBSIDIARY COMPANY, OR IN CASE SUCH NEW PROPERTY SHALL BE THE STOCK OF A COMPANY THEN BECOMING A SUBSIDIARY COMPANY, A CERTIFICATE OF AN ENGINEER (WHO MAY BE AN ENGINEER EMPLOYED BY THE COMPANY), SELECTED OR APPROVED BY THE TRUSTEE, SETTING FORTH THE FAIR PHYSICAL VALUE, AFTER DUE ALLOWANCE FOR DEPRECIATION, OF SUCH PROPERTY SO ACQUIRED, OR OF THE PROPERTY OF A COMPANY THEN BECOMING A SUBSIDIARY COMPANY, THE STOCK OF WHICH IS SO ACQUIRED, AS THE CASE MAY BE, AND STATING THAT THE ACQUISITION OF SUCH PROPERTY, EITHER DIRECTLY OR THROUGH THE ACQUISITION OF SUCH STOCK, AS THE CASE MAY BE, IS DESIRABLE IN THE INTERESTS OF THE COMPANY ACQUIRING THE SAME AND OF THE HOLDERS OF THE BONDS HEREBY SECURED.

(F) ALL SUCH DEEDS, CONVEYANCES OR INSTRUMENTS OF FURTHER ASSURANCE AND <sup>SUCH</sup> EVIDENCE OF ANY FILING OR RECORDING THEREOF AS MAY BE NECESSARY, RESPECTIVELY, FOR THE PURPOSE OF EFFECTUALLY SUBJECTING TO THE LIEN AND OPERATION OF THIS INDENTURE OR OF A MORTGAGE OF A SUBSIDIARY COMPANY ANY NEW PROPERTY SO PURCHASED, CONSTRUCTED OR ACQUIRED BY THE COMPANY OR BY SUCH SUBSIDIARY COMPANY, AS THE CASE