of this Mortgage or thereafter acquired, or subsequent to said date shall acquire, in addition to the properties then owned by the Company, any purchased property (as defin ed in Section 2 of this Article) bonds may be issued and authenticated hereunder to the extent in principal amount of seventy five per cent/all expenditures made by the Company for such extensions, and/or for such purchased property; provided (1) that such extentions and purchased property shall be subject to the lien of this Mortgage, subject only to the lien of any underlying Mortgage specified in Section 2 of this Article and/or of any mortgages existing on such purchased property at the time of its acquisit ion, and \$2) that no bonds shall be issued under the provisions of this section for or on account of expenditures to retire or discharge mortgage indebtedness, if any, which existed upon any purchased property at the time of its acquisition (provision for the issuance of bonds on account of the retirement or discharge of such mort gage indebtednes being made by Section 2 of this Article), and (3) that if such purchased property ( other than purchased property acquired from a Subsidiary) was at the time of its acquis ition subject to mort mage indebtedness, the amount of bonds which may be issued under the provisions of this section for or on account of the expenditures thereof (not including expenditures for any additions, extensions, betterments or improvements upon of or to such purchased property made subsequent to its acquisition by the CompanyO shall not exceed the amount by which seventy-five per cent of the value of such purchased property at the time of its acquisition shall exceed the principal amount of all such mortgage indebtedness then existing on such purchased property, and (4) if such purchas ed property was acquired from a Subsidiary as hereinafter in this Mortgage defined, the argregate principal amount of bonds which may be issued under the privisions of this section on account of such acquisition shall not exceed the amount by which seventyfive per centum (75%) of the value of the permanent property of such Subsidiary at the time of the acquistion of such purchased property by the Company shall exceed (a) the amount of the indebtedness, if any, secured by mortgage upon all or any part of the permanent property so acquired outstanding at the date of such acquisition (exclusive of so much if any, of such mortgage indebtedness as shall then be pledged withthe Trustee hereunder and (bothe aggregaate principal amount of bonds, if any, issued under the provisions of Section 5 of this Article on account of expenditures for the stock, extensions and/ or purchased property of such Subsidiary and/or on account of the pledge, payment or other discharge of obligations of such Subsidiary and (5) that no bonds shall be issued under the provisions of this section unless the Company shall be entitled to issue h them under the provisions of Section 7 of this Article with respect to the net earning ings of the Company, and (6) that no bonds shall be issued under the provisions of hhis section for or on account of any expenditures which shall previously have been used as a basis for the authentication and issue of bends hereunder, or as the basis of the withdrawals of deposited cash under the provisions of Section 6 to this article, or as a basis for the withdrawal of moneys under the provisions of Article VIII or X hereof, or which shall have been certified to the Trustee under the provisions of Section 2 of this Article to eliminate or compensate any excess of the nature described in subparagraph (3) of said Section 2, or which shall have been made with any insurance moneys received from the payment of losses, or with money received from the sale or condemnation of any of the Company's property, or which shall have been certified to comply with the requirements of Article VIII hereof.

If any purchased property shall be acquired at any time or times by means of any other consideration, (in whole or in part) then cash expenditures made, or agreed to be made by the acquiring company or such cash expenditures and the assumption

Taire of