

such

such year, and the amount of such excess which it desires to have applied to the requirements of this Article for the calendar year next preceding.

Of the expenditures for the purposes stated in sub-paragraphs (a) and/or (b) hereof set forth in any such certificate, a percentage thereof, at least equal to the percentage which the gross earnings of the company set forth in such certificate bear to the total of the gross earnings of the company and all its subsidiaries set forth in such certificate, shall have been expended on property of the Company as distinguished from the property of any and all subsidiaries.

If in any calendar year the Company shall not expend or cause to be expended for the purposes set forth in sub-paragraphs (a), (b) and/or (c) the full amount required by this Article to be expended during such calendar year, or shall not be entitled to be credited during such year with such required amount (on account of excess expenditures made in some preceding year), it shall pay in cash to the Trustee, on or before April first next succeeding the expiration of such calendar year, the difference between the amount expended for such purposes (or for which the Company shall not be entitled to be and shall be credited) and such required amount. All sums received by the Trustee under this article shall be held as a Maintenance and Renewal Fund and applied by it as hereinafter provided. Whenever in any calendar year (but not prior to the year 1942) the Company shall have made extensions or acquired purchased property on account of which it shall be entitled, under the provisions of Section 4 of Article III hereof, to have bonds hereunder authenticated and issued (except for the requirements of Section 7 and 8 of Article III, which shall be disregarded for the purposes of this Article), the Trustee shall, out of such Maintenance and Renewal Fund, repay to the Company the actual cost of such extensions so made or such property so acquired, upon receipt by the Trustee of the certificates and/or opinions required by said Section 4 of Article III (excepting the certificates and/or opinions provided for in Sections 7 and 8 of said Article) for the authentication by the Trustee of bonds on account of such extensions or purchased property.

Any moneys in said Maintenance and Renewal Fund, not repaid to the Company under the foregoing provisions hereof, shall, from time to time, at the request of the Company signed in its name by its President or one of its Vice Presidents and by its Treasurer or one of its Assistant Treasurers, be applied by the Trustee to the retirement of bonds under and secured by this Mortgage, by redemption under the provisions of this Mortgage or by purchase at a price not exceeding that at which the bonds so purchased might at that time have been redeemed, if such bonds shall be then redeemable.

The Trustee shall be under no duty to make any other examination or investigation with respect to the facts stated in any certificate furnished as in this Article provided, but shall be entitled to rely on such certificate, both with respect to the sums to be deposited with it hereunder and the sums to be repaid by the Trustee to the Company, and it shall not be in any way liable for any act, matter or thing done by it in reliance thereon, and said certificates shall respectively be full warrant and authority for any action taken by the Trustee in accordance therewith; but the Trustee in its discretion may require other or further evidence.

ARTICLE IX Possession, use and release of mortgaged property.

Section 1. So long as the Company shall not be in default hereunder to the knowledge of the Trustee, it shall be suffered and permitted by the Trustee to remain in full possession, enjoyment and control of all the properties, rights, privileges and franchises hereby mortgaged, (other than cash or securities deposited or pledged hereunder) and shall be permitted to manage and operate the same, subject always to the observance