

Bonds and coupons for the payment or redemption of which moneys shall have been or are concurrently being deposited with the Trustee (whether at or prior to maturity or the redemption date of such bonds) shall be deemed to have been paid or redeemed within the meaning of this Section; provided, however, that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice.

(4) An "opinion of counsel" stating that said additional bonds when duly authenticated and delivered will be secured by the lien of this Indenture.

Section 2. No bonds shall be authenticated and delivered under the provisions of this Article except (i) bonds which bear an interest rate no higher than that of the bonds which they are to refund or (ii) bonds issued to refund bonds which have been outstanding more than three years and which have an expressed maturity not later than two years from the date on which such refunding bonds are to be issued unless a "net operating earnings certificate" shall have been filed from which it shall appear that the "net operating earnings" of the Company for the period covered by such certificate were at least equal to two times the "annual bond interest requirements" therein stated.

Section 3. Bonds used as the basis for the issuance of bonds under this Article shall be cancelled by the Trustee together with the coupons, if any, pertaining thereto and shall be delivered to or upon the "order of the Company" and shall not be reissued.

ARTICLE SIX.

Bonds against Cash.

Section 1. Additional bonds of any series other than Series A may be issued under this Indenture from time to time to the extent but not exceeding in principal amount the amount of cash at the time deposited with the Trustee. Bonds issued against cash may be executed by the Company and delivered to the Trustee and the Trustee shall upon receipt of:

(a) The documents required by the provisions of Section 1 of Article Four hereof;

(b) A certificate dated as of the date of the delivery of such bonds signed and verified by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating that no default exists in reference to any of the covenants, agreements or provisions of this Indenture;

(c) A "net operating earnings certificate";

(d) Cash in an amount equal to the principal amount of the bonds, authentication whereof is applied for;

authenticate and deliver the same to or upon the "order of the Company" if it shall appear by the "net operating earnings certificate" responsive to subparagraph (c) of this Section that the "net operating earnings" for the period covered by such certificate are at least equal to two (2) times the "annual bond interest requirements" therein stated.

So long as any Series A bonds remain "outstanding hereunder", not more than One Hundred Thousand Dollars (\$100,000) in aggregate principal amount of bonds shall be issued against cash deposited with the Trustee.

Section 2. Cash received by and on deposit with the Trustee under the provisions of this Article may on "orders of the Company" be withdrawn from time to time to the extent, of sixty per cent (60%) of "net bondable expenditures for property additions" as shown in the pertinent certificate responsive to subparagraph (1) of this Section, provided, however, if the "net operating earnings certificate" filed at the time of the deposit of such cash to be withdrawn disclosed that the "net operating earnings" covered by such certificate were at least equal to two and one-half (2½) times the annual bond interest requirements