

be delivered to and deposited with the Corporate Trustee hereunder to be held under the provisions of Article IX hereof; and

(b) all Funded Cash, all obligations secured by purchase money mortgages and all proceeds of insurance, on, or of the release of, or the taking by eminent domain of, Funded Property, deposited with and then held by the trustee or other holder of such Prior Lien canceled and discharged (including as to all of the foregoing all proceeds of or substitutes for any thereof then held as aforesaid), to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property; any such Prior Lien Bonds constituting a part thereof to be held and disposed of under the provisions of Article IX hereof; any such cash and/or purchase money mortgages on property released (including any proceeds or substitutes therefor) constituting a part thereof to be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash and purchase money mortgages deposited under the provisions of Section 59 hereof; any bonds issued hereunder deposited with and then held by the trustee or other holder of such Prior Lien canceled and discharged, to be canceled by the Corporate Trustee and upon the request of the Company to be cremated and a certificate of such cremation delivered to the Company; and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XI hereof.

That it will not permit the amount of Prior Lien Bonds to be increased by the issue of additional Prior Lien Bonds unless (1) the transfer of or in exchange for or in lieu of Outstanding Prior Lien Bonds on the exercise by a holder or holders of such Outstanding Prior Lien Bonds of the right granted by the Prior Lien securing such Prior Lien Bonds to have such bonds issued or unless (2) the Prior Lien Bonds representing such increase shall be deposited with the Corporate Trustee to be held under the provisions of Article IX hereof and/or unless such Prior Lien Bonds representing such increase shall be deposited with the trustee or other holder of a Prior Lien (under conditions such that no transfer of ownership or possession of such Prior Lien Bonds representing such increase by the trustee or other holder of such Prior Lien is permissible except upon a default thereunder, or except to the Corporate Trustee hereunder to be held subject to the provisions of Article IX hereof, or to the trustee or other holder of a Prior Lien for cancellation, or to be held uncanceled under the terms of a Prior Lien under like conditions; that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds or the withdrawal of cash or the release of property or for a credit under the provisions of Section 38 or Section 39 hereof by reason of the deposit with the Corporate Trustee of such Prior Lien Bonds representing such increase; and that it will not apply under any provision of any Prior Lien for the withdrawal of Funded Cash held by the trustee or other holder of such Prior Lien on the basis of Funded Property, unless such cash so withdrawn shall be deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property, and to be withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash deposited under the provisions of Section 59 hereof.

ARTICLE IX.

Concerning Prior Lien Bonds Deposited with Corporate Trustee.