

vision (c) as well as the statements and information called for by the officers' certificate prescribed by Article III of the Indenture, the independent engineer's certificate, independent engineer's certificate, opinion of counsel, instruments of conveyance and transfer and other documents described in said Article III of the Indenture, all to the extent necessary to establish the facts with respect to the net property additions not theretofore bonded then being utilized pursuant to this subdivision (c), except that, subject to the provisions of Section 17.01 of the Indenture, the Company may incorporate by reference any such certificates, opinions, instruments or documents previously or concurrently filed with the Trustee under the Indenture or any supplemental indenture. If any property additions made the basis of a credit under this subdivision (c) are subject to any prior lien, then there shall be deducted from the amount of such property additions an amount equal to one hundred percent (100%) of the principal amount of the lien, whether or not secured by such prior lien and not theretofore deducted in connection with any application under the Indenture for the authentication and delivery of bonds or the withdrawal or reduction of cash.

Section 2. The Company covenants and agrees to notify the Trustee in writing not less than sixty days prior to each sinking fund date of the principal amount of Bonds of Fifth Series required to be retired on such date under the provisions of Section 1 of this Article III (after giving effect to the reductions permitted by subdivisions (a), (b) and (c) of said Section 1) and to pay to the Trustee at least three business days prior to such sinking fund date a sum in cash equal to the applicable redemption price of such bonds through operation of the sinking fund.

Section 3. All cash deposited with the Trustee for the sinking fund, as aforesaid, shall be held in trust for the Bonds of Fifth Series and shall be applied by the Trustee

to the redemption of outstanding Bonds of Fifth Series on the sinking fund date, immediately following such deposit in the manner herein and in the Indenture provided. Such bonds shall be called for redemption by the Trustee after receiving the notice from the Company provided for in Section 2 of this Article III, at the redemption price then applicable in the case of redemption of Bonds of Fifth Series through operation of the sinking fund.

Notice of redemption having been given as provided in Article IV of the Indenture and in Section 2 of Article I of this Fifth Supplemental Indenture, the Bonds of Fifth Series so called for redemption, or the specified portions thereof, shall, on the date designated in such notice, become due and payable, at the respective places at which the principal of the bonds to be redeemed is payable, at the redemption price then applicable in the case of redemption of Bonds of Fifth Series through the operation of the sinking fund, and upon presentation and surrender thereof with, in the case of coupon bonds, all interest coupons maturing subsequent to the redemption date and, in the case of registered bonds or of coupon bonds which shall at the time be registered as to principal, accompanied by duly executed assignments or transfer powers, such bonds or the specified portions thereof shall be paid and redeemed out of the funds deposited with the Trustee in the sinking fund as aforesaid, at said redemption price, and on and after said redemption date interest on said bonds or on the specified portions thereof shall cease to accrue.

Section 4. All bonds and the coupons, if any, attached thereto, delivered uncancelled to the Trustee for the purpose of the sinking fund or redeemed as above provided with moneys in the sinking fund, shall be forthwith cancelled by the Trustee, and shall be delivered to or upon the written order of the Company; and all such bonds and all bonds redeemed at the option of the Company used to reduce the