

and prior to or simultaneously with the filing of such replacement certificate shall have been or be surrendered for conversion (if convertible) except into other bonds, or paid or redeemed or otherwise surrendered to the Trustee and cancelled (otherwise than upon exchange of bonds of one denomination for bonds of another denomination or of coupon bonds for registered bonds or of registered bonds for coupon bonds or upon the transfer of registered bonds or in lieu of lost, mutilated, stolen or destroyed bonds), which the Company in such replacement certificate elects to make the basis of a credit under this Article IV and which shall not theretofore have been bonded, and (2) the principal amount of bonds utilized under item (1) of all previous replacement certificates, but only so far as the bonds so utilized have been cashed or cashed as permitted by Section 3 of this Article IV, at the date of the filing of the replacement certificate. The amount of bonds utilized under item (1) of a replacement certificate for the first time shall be separately stated. To the extent that bonds are utilized under this item (1) they shall be deemed to have been bonded for all purposes of the Indenture.

(g) The amount, if any, of cash previously deposited by the Company with the Trustee pursuant to Section 3 of this Article IV or previously (but after May 31, 1948) or concurrently so deposited pursuant to Section 3 of Article IV of the First, Second, Third or Fourth Supplemental Indenture and not subsequently withdrawn pursuant to subdivision (a) of Section 4 of this Article IV or pursuant to subdivision (a) of Section 4 of Article IV of the First, Second, Third or Fourth Supplemental Indenture.

(h) The amount, if any (hereinafter sometimes referred to as the "replacement fund credit"), by which the aggregate of the foregoing items (c), (d), (e), (f) and (g) exceeds the cumulative replacement requirement.

(i) The amount, if any (hereinafter sometimes referred to as the "replacement fund deficit"), by which the aggregate of the amounts of the foregoing items (c),

(d), (e), (f) and (g) fails to equal the cumulative replacement requirement.

Each replacement certificate shall be accompanied by the officers' certificate, engineer's certificate and independent engineer's certificate, opinion of counsel, instruments of conveyance and transfer and other documents described in Article III of the Indenture to the extent that they are necessary to establish the facts, with respect to items (c), (d), (e) and (f) set forth in the replacement certificate, 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.

Any replacement certificate filed under the provisions of Article IV of the Second, Third or Fourth Supplemental Indenture shall be deemed to have been filed under the provisions of this Article IV whether filed before or after the execution of this Fifth Supplemental Indenture, and insofar as a replacement certificate filed under provisions of Article IV of the Second, Third or Fourth Supplemental Indenture contains the same information and is accompanied by the same certificates, opinions and other documents as are required by this Article IV, it shall be deemed to fulfill the requirements of this Article IV as though filed pursuant to the provisions of this Article IV and compliance by the Company with the provisions of Article IV of the Second, Third or Fourth Supplemental Indenture shall be deemed to be in compliance with Article IV of this Fifth Supplemental Indenture.

Notwithstanding any provision of the Indenture or any supplemental Indenture:

(1) for purposes of a replacement certificate filed hereunder, property additions purchased, constructed or