

outstanding, including any bonds then to be authenticated and delivered, upon the basis of property additions or prior lien bonds, which then constitute restricted property:

(B) the principal amount of all prior lien bonds outstanding;

(C) the total amount of all cash which has been deposited with the Trustee under any provision of this Indenture (other than cash representing the proceeds of insurance on property additions subject to prior lien) and subsequently withdrawn (including any such cash then to be withdrawn) upon the basis of property additions or prior lien bonds, which then constitute restricted property;

would exceed twenty-five per centum (25%) of the sum of the aggregate principal amount of all bonds then outstanding, including the bonds then to be authenticated and delivered, and the aggregate principal amount of all prior lien bonds then outstanding.

SECTION 4.18. The Company covenants and agrees that it will pay or cause to be paid when due and payable the principal of, or will acquire and pledge hereunder, all outstanding prior lien bonds not at the time deposited hereunder; that until paid or discharged at maturity or otherwise, it will pay or cause to be paid the interest thereon at the time and at the place or places herein, or in the coupons annexed thereto, set forth; and that it will prevent any default or other thing from happening whereby the right might arise to enforce by foreclosure or otherwise the prior lien securing the same.

SECTION 4.19. The Company covenants that if at any time hereafter it shall acquire property subject to a prior lien it will not permit the principal amount of any indebtedness secured by any such prior lien to be increased at any time thereafter, unless the evidences of such increased indebtedness are forthwith deposited with the Trustee, to be held subject to the provisions of Article 7 (except in accordance with any applicable provisions with respect to substituting new instru-

ments evidencing any such indebtedness in place of other such instruments which may have become lost, stolen or destroyed).

SECTION 4.20. A. The Company covenants and agrees that it will forthwith pledge and deposit with the Trustee, unencumbered, all prior lien bonds which may hereafter be acquired unencumbered by the Company, whether or not such prior lien bonds have theretofore become due and payable, unless the Company shall, by the terms of a prior lien, be required to call such prior lien bonds or deliver or pledge them to or with the trustee or other holder of any prior lien. All such prior lien bonds deposited with the Trustee shall be received and held by the Trustee, as further security for the bonds issued hereunder, in the manner provided in Article 7; provided, however, that any such prior lien bonds so deposited and pledged with the Trustee may, if not theretofore funded, be made the basis, then or from time to time thereafter, for the authentication and delivery of bonds, the withdrawal of cash, the release of property, or a credit to the extent, in the manner and subject to the conditions in this Indenture provided.

B. The Company covenants and agrees that, upon the satisfaction of any prior lien, all prior lien bonds secured by other prior liens, which are then held by the trustee or other holder of such satisfied prior lien, shall be delivered to the Trustee to be held subject to the provisions of Article 7, or, if so required by the terms of any other prior lien or liens to the trustee or other holder of the mortgage or other lien or liens, securing such prior lien bonds or securing other prior lien bonds, to be encumbered or to be held in pledge or for the purpose of any sinking fund or analogous fund for the retirement of bonds, for which provision may have been made in the instrument evidencing such mortgage or other lien; and that the Company will not obtain or apply for the authentication and delivery of any bonds under the provisions of Section 3.11, or the withdrawal of cash, the release of property, or a credit under any provision of this Indenture, upon the basis of any prior lien bonds deposited with the Trustee pursuant to the provision of this clause B.