

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, Fourth or Fifth Supplemental Indenture or under the provisions of Article III of the Sixth, Seventh or Eighth Supplemental Indenture shall be deemed to have been filed under the provisions of this Article III whether filed before or after the execution of this Ninth Supplemental Indenture, and insofar as a replacement certificate filed under provisions of Article IV of the Second, Third, Fourth or Fifth Supplemental Indenture or under the provisions of Article III of the Sixth, Seventh or Eighth Supplemental Indenture contains the same information and is accompanied by the same certificates, opinions and other documents as are required by this Article III, it shall be deemed to fulfill the requirements of this Article III as though filed pursuant to the provisions of this Article III, and compliance by the Company with the provisions of Article IV of the Second, Third, Fourth or Fifth Supplemental Indenture and with the provisions of Article III of the Sixth, Seventh or Eighth Supplemental Indenture shall be deemed to be in compliance with Article III of this Ninth 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 otherwise acquired subsequent to May 31, 1948, and prior lien bonds and bonds paid, redeemed or otherwise surrendered to or deposited with the Trustee subsequent to May 31, 1948, shall not be deemed to be bonded, and the utilization thereof under items (c), (d), (e) or (f) of such replacement certificate shall not be limited or precluded, by reason of the utilization of such property additions, prior lien bonds or bonds under items (c), (d), (e) or (f) of a maintenance and replacement certificate filed in compliance with the provisions of Article IV of the First Supplemental Indenture or under items (c), (d), (e) or (f) of a replacement certificate filed in compliance with the provisions of Article IV of the Second, Third, Fourth or Fifth Supplemental Indenture or in compliance with the provisions of Article III of the Sixth, Seventh or Eighth Supplemental Indenture; and

(2) for purposes of a maintenance and replacement certificate filed in compliance with the provisions of Article IV of the First Supple-

mental Indenture or of a replacement certificate filed in compliance with the provisions of Article IV of the Second, Third, Fourth or Fifth Supplemental Indenture or in compliance with the provisions of Article III of the Sixth, Seventh or Eighth Supplemental Indenture, property additions, prior lien bonds and bonds shall not become bonded, and the utilization thereof under items (c), (d), (e) or (f) of such maintenance and replacement certificate or replacement certificate shall not be limited or precluded, by reason of the utilization of such property additions, prior lien bonds or bonds under items (c), (d), (e) or (f) of a replacement certificate filed hereunder.

Section 3. In case any replacement certificate shows a replacement fund deficit, the Company covenants that it will, concurrently with the filing of such certificate, deposit with the Trustee an amount in cash equal to the amount of such deficit.

Section 4. Any cash deposited with the Trustee under this Article III shall be held by the Trustee as further security for the bonds, but may be withdrawn by the Company as follows:

(a) Any such cash may at any time be withdrawn by the Company in an amount equal to the replacement fund credit stated in the last filed replacement certificate, upon filing with the Trustee an officers' certificate requesting such withdrawal and stating that such withdrawal is made against the utilization of such replacement fund credit.

(b) Any such cash may be also withdrawn by the Company upon compliance with the provisions of subdivisions (b) and (c) of Section 8.01 of the Indenture.

The Company shall also have the right at all times and from time to time to direct the Trustee to apply any moneys deposited with it under this Article III toward the purchase or redemption of bonds or prior lien bonds in the manner provided in Section 8.02 of the Indenture.

Any moneys deposited with the Trustee under this Article III, which shall not have been withdrawn by the Company or applied by the Trustee at the direction of the Company to the purchase or redemption of bonds or prior lien bonds within five years from the date of deposit thereof, shall be applied by the Trustee, if in excess of one hundred thousand dollars (\$100,000), towards the purchase or redemption of bonds or prior lien bonds in the manner provided in Section 8.02 of the Indenture, except that the Company shall not be required to provide the Trustee with any amount by which the price at which such bonds or prior lien bonds are purchased or