

by the New York Trustee upon the Written Order of the Company, upon receipt by and deposit with the New York Trustee of the following:

A. A RESOLUTION OF THE BOARD, requesting the authentication and delivery pursuant to the provision of this Article of a specified principal amount of Bonds of a designated series.

B. BONDS theretofore authenticated and delivered under this Indenture, matured or unmatured, in negotiable form, cancelled or uncanceled, together with all unmatured coupons, if any, thereto belonging; provided, however, that if any Bonds of Series A shall at the time be outstanding hereunder there shall be so deposited with the New York Trustee all outstanding Bonds of Series A; provided further, however, that, for the purposes of this Article, in lieu of depositing Bonds with the New York Trustee as aforesaid, the Company may deposit with or deliver to the New York Trustee:

(1) CASH sufficient to pay or redeem certain Bonds theretofore authenticated and delivered hereunder, which cash shall be irrevocably deposited in trust for such purpose; and/or

(2) A CERTIFICATE OF THE COMPANY, stating

(a) that cash sufficient to pay or redeem certain Bonds theretofore authenticated and delivered hereunder is then held by the New York Trustee in trust irrevocably for such purpose; and/or

(b) that certain Bonds theretofore authenticated and delivered hereunder have been paid, redeemed or otherwise retired and theretofore delivered to the New York Trustee.

C. A CERTIFICATE OF THE COMPANY, stating

(1) that the Company is not in default in the performance of any of the covenants on its part to be performed under this Indenture; and

(2) that the Bonds, whose retirement (or provision therefor) is made the basis for the authentication and delivery of Bonds hereunder as in the preceding Paragraph B provided, do not include

(a) any Bond, the retirement of which, in any other previous or pending application or certificate, has been made the basis for the authentication and delivery of a Bond or the withdrawal or application of Bonded Cash from or by the New York Trustee or which has been purchased, paid, redeemed or otherwise retired out of the proceeds of any insurance on any Bonded Property or out of the proceeds of any Bonded Property released from the lien of this Indenture or taken by eminent domain or otherwise disposed of free from the lien of this Indenture; or

(b) any Bond purchased, paid, redeemed or otherwise retired through the operation of any sinking, amortization, improvement or other analogous fund, if any, which may hereafter be created as hereinabove in Section 6 provided, but only if, and to the extent that, the supplemental indenture or other instrument creating such fund shall preclude the authentication and delivery of Bonds under this Article upon the basis of the redemption, purchase or other retirement of such Bond.

D. THE CERTIFICATES AND OTHER EVIDENCE, if any, specified in the Opinion of Counsel as provided by Clauses (2) and (3) of the following Paragraph E.

E. AN OPINION OR OPINIONS OF COUNSEL,

(1) stating that the instruments which have been or are therewith delivered to the New York Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the New York Trustee to authenticate and deliver the Bonds applied for, and that

(a) upon the basis of the deposit with the New York Trustee of the Bonds and/or cash deposited, or cash certified to be held in trust, pursuant to Paragraph B of this Section, and/or (b) upon the basis of the payment redemption or other retirement of Bonds as certified pursuant to Paragraph B of this Section, the Bonds applied for may be lawfully authenticated and delivered under this Article;

(2) specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issuance of the Bonds then applied for, or stating that there are no such legal requirements;

(3) specifying the certificate or other evidence which will be sufficient to show the authorization, approval or consent of or to the issuance of the Bonds then applied for, by any Federal, State or other governmental regulatory body or commission at the time having jurisdiction in the premises, or stating that no such authorization, approval or consent is required; and

(4) that, since the date of the last previous Opinion of Counsel filed with the New York Trustee pursuant to this Clause or Clause (5) of Paragraph 1 of Section 25 or Clause (4) of Paragraph B of Section 29 (or, in the case of the first such opinion, since the date of the execution and delivery hereof), no Bonded Property owned by the Company has become subject to any then subsisting lien or encumbrance (except Permitted Encumbrances, and easements and similar encumbrances which, in the opinion of such counsel, do not materially impair the use of such Bonded Property in the operation of the business of the Company) not existing thereon at such prior date, prior to the lien created by this Indenture for the security of the Bonds whose authentication and delivery is then applied for.

Section 36. Subject to the provisions of Section 3 and 6, upon compliance with the provisions of Section 35 the New York Trustee shall authenticate and deliver Bonds of an aggregate principal amount up to, but not exceeding, the principal amount of the Bonds deposited with the New York Trustee, and/or paid, redeemed or otherwise retired, and/or for whose payment or redemption cash has been deposited with or is held in trust by the New York Trustee, as in Paragraph B of Section 35 provided.

Section 37. Every Bond and its coupons delivered uncancelled to the New York Trustee, and on the basis of which an additional Bond is authenticated and delivered under this Article, shall be immediately cancelled and thereafter recreated if in coupon form, or delivered to the Company if in fully registered form.

#### ARTICLE SEVEN

##### RELEASE OF MORTGAGED PROPERTY

Section 40. The Company shall have the right, at any time and from time to time, unless to the knowledge of the New York Trustee an Event of Default shall have happened and shall not have been remedied without any release from or consent by the Trustees:

A. To sell or dispose of, free from the lien of this Indenture, any furniture, apparatus, tools, implements or other machinery or equipment of a similar nature which may have become worn out, obsolete or unfit for use or which are no longer useful, necessary or profitable in the conduct of the business of the Company, first or simultaneously replacing the same by new furniture, apparatus, tools, implements, machinery or equipment of a value and utility at least equal to that of those disposed of, which shall forthwith be subject to the direct lien of this Indenture; also to sell or otherwise dispose of, free from the lien of this Indenture, for a cash consideration representing not less than the Fair Value thereof, any materials and supplies at the time subject to the lien of this Indenture; provided, however, that the Company shall, and the Company covenants that it will, either (1) within 90 days after each such sale or other disposition, apply an amount equal to the proceeds of such sale or other disposition to the purchase or other acquisition of other materials and supplies which shall forthwith be subject to the direct lien of this Indenture, or (2) promptly after the expiration of any such 90-day period pay over to and deposit with the New York Trustee cash in an amount equal to the unexpended proceeds of any such sale or other disposition; not applied by the Company pursuant to the preceding Clause (1) within the 90-day period as aforesaid; and no purchaser of any such property shall be bound to inquire into any question affecting the right of the Company to sell or otherwise dispose of the same free from the lien