

tionable form, cancelled or uncanceled, together with all unmatured coupons, if any, thereto belonging; *provided, 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."

(b) *Clause (4) of Paragraph E of Section 35* of the Original Indenture is hereby amended so that hereafter it shall read as follows:

"(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 I of Section 25, or Clause (4) of Paragraph E 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 encumbrances (*except Prepaid Liens and Permitted Encumbrances*) not existing thereon at such prior date, prior to the lien created by this Indenture for the security of the Bonds whose authentication or delivery is then applied for."