(a) An Application for the authentication of Bonds under this Section 8, stating the principal amount of Bonds the authentication of which is applied for;

(b) The documents specified in Section 10 of this Article III;

(c) An Officers' Certificate which shall (i) describe and state the amount of the outstanding Prior Lien Bonds the pledge and deposit of which with the Corporate Trustee forms the basis of the Application, (ii) state that said Prior Lien Bonds are Outstanding Prior Lien Bonds and have not theretofore been Bonded, and (iii) set forth a computation showing the principal amount of Bonds that could be authenticated on the basis of the Application, and the principal amount of Bonds the authentication of which is applied for in the Application;

(d) Said Outstanding Prior Lien Bonds uncancelled which form the basis of the Application, together with all unmatured coupons and all unpaid matured coupons appertaining thereto, if any; and

(e) An Opinion of Counsel that all Outstanding Prior Lien Bonds required to be pledged and deposited with the Corporate Trustee by clause (d) above are subject to the lien of the Mortgage or will become subject to such lien upon delivery thereof, or delivery of the instruments, if any, specified in said Opinion of Counsel, to the Corporate Trustee; and that the Company has valid title to such Outstanding Prior Lien Bonds and the right to own and pledge the same free from any other lien.

Prior Lien Bonds made the basis for the authentication and delivery of Bonds under this Section 8, together with all coupons appertaining thereto, shall be held by the Corporate Trustee uncancelled and without extinguishment or impairment of the Prior Lien securing the same, except as effected as a matter of law by the acquisition thereof by the Company, and shall not thereafter be made the basis for the authentication and delivery of any Bonds, the release of any property, the withdrawal, payment or application of any cash held by the

Corporate Trustee or otherwise used under any provision of the Mortgage; provided, however, that the Corporate Trustee, at the request of the Company, shall deliver any such Prior Lien Bonds to the trustee under the mortgage, deed of trust or other instrument under which the same may have been issued or which may secure the same for the purpose of obtaining the release, satisfaction and discharge of such mortgage, deed of trust or other instrument if it is furnished with an Opinion of Counsel that the property on which such mortgage, deed of trust or other instrument constitutes a lien is owned by the Company and is subject to the lien of the Mortgage, and that there is no other lien on such property, except Permitted Encumbrances, which is prior to the lien of the Mortgage.

SECTION 9. From time to time and in the manner provided in this Section 9, Bonds of one or more series, other than Series A and a series created pursuant to Section 3 of this Article III, may be executed by the Company and shall be authenticated by the Corporate Trustee and delivered to or upon the written order of the Company, signed by its President or a Vice President, upon the deposit by the Company with the Corporate Trustee of a sum in cash equal to the principal amount of the Bonds so to be authenticated and delivered, and upon delivery by the Company to the Corporate Trustee of (a) an Application for the authentication of Bonds under this Section 9, stating the principal amount of Bonds the authentication of which is applied for, (b) the documents specified in Section 10 of this Article III, and (c) an Officers' Certificate which shall certify that any cash so deposited with the Corporate Trustee is not otherwise required to be deposited with the Corporate Trustee or used under any provision of the Mortgage.

All cash so deposited (herein sometimes referred to as "escrowed cash") shall be held by the Corporate Trustee as part of the mortgaged property and may be withdrawn by the Company upon its written order, signed by its President or

Default has occurred and is continuing.