(2) for purposes of a maintenance and replacement certificate filed in compliance with the provisions of Article IV of the First Supplemental Indenture or of a replacement certificate filed in compliance with the provisions of Article IV of the Second 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with the Trustee under this Article IV shall be held by the Trustee as further security for the bonds, but may be withdrawn by the Company as follows:

(a) Any such cash may at any time be withdrawn by the Company in an amount equal to the replacement fund credit stated in the last filed replacement certificate, upon filing with the Trustee an officers'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(b) Any such cash may be also withdrawn by the Company upon compliance with the provisions of subdivisions (b) and (c) of Section 8.01 of the Indenture.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 IV 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Any moneys deposited with the Trustee under this Article IV, which shall not have been withdrawn by the Company or applied by the Trustee at the direction of the Company to the purchase or redemption of bonds or prior lien bonds within five years from the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), toward 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 redeemed exceeds the principal amount thereof and shall not be entitled to receive from the Trustee the amount by which said price is less than said principal amount.

Section 5. Any net property additions, bonds or prior lien bonds which have become bonded by being included under item (d), (e) or (f) of any replacement certificate filed with the Trustee under this Article IV may subsequently cease to be bonded under said items on utilizing the replacement fund credit, if any, stated in the last filed replacement certificate, but only in an amount not exceeding (1) in the case of such net property additions, the cost or fair value to the Company thereof, whichever is less, and (2) in the case of bonds or prior lien bonds, the amount with respect thereto included under item (e) or (f) at the time of the utilization thereof in any replacement certificate; and thereupon any prior lien bonds deducted under item (d) in respect of such net property additions shall no longer be deemed to have been deducted as provided in said item (d) for the purposes of any subsequent application under the Indenture for the authentication and delivery of bonds or the withdrawal or reduction of cash. Such changes shall become

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