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II hereof, provided the Company (1) shall deposit with the Corporate Trustees cash equal to the principal amount of the bonds released, simultaneously with the release thereof, or (2) shall deliver to the Corporate Trustees new bonds of the corporation which issued the released bonds, or of its successor or successors, of at least equal aggregate principal amount bearing the same or a higher rate of interest and issued to the Company to retire or refund the released bonds, under a mortgage constituting a first mortgage lien upon the same or substantially the same property as that then covered by the mortgage securing the released bonds, or upon the same or substantially the same and other property, and which mortgage shall be substantially in the form of this Indenture so far as applicable and contain provisions satisfactory to the Corporate Trustees, provided any and all bonds of the same issue as said released bonds, which are not then pledged hereunder, are also retired by purchase, redemption or otherwise. Any such release shall be subject to the following conditions:

(a) In case of the release of such bonds for cash, the amount thereof deposited with the Corporate Trustees shall within six months after the date of the deposit thereof be applied by them to the purchase in such manner and at such price or prices (not exceeding the redemption price) as may be deemed by them proper in their discretion, or to the redemption of any bonds issued and then outstanding under this Indenture; provided, however, that there shall not be paid out of said cash any sums in excess of the principal amount of the bonds so to be purchased or redeemed and that the Company shall pay to the Corporate Trustees on demand a sum sufficient to pay the portion of the purchase or redemption price in excess of the principal amount of the bonds so purchased or to be redeemed, together with accrued interest. All bonds so purchased or redeemed shall forthwith be canceled by the Corporate Trustees, and on its written request delivered to the Company, and no bonds shall be issued in lieu thereof; and

(b) In case such bonds are released for refunding bonds, there shall be delivered to the Corporate Trustees an opinion in duplicate signed by counsel (who may be of counsel to the Company) selected by the Company and satisfactory to the Corporate Trustees, (1) that the refunding bonds to be received in exchange have been issued for the purpose of refunding or retiring the released bonds; (2) that such refunding bonds have been duly authorized and issued and are the valid, binding and outstanding obligations of the issuing corporation;

(3) that such refunding bonds are entitled to the lien of a mortgage constituting a first mortgage lien on the same or substantially the same property, or the same or substantially the same and other property, as then covered by the mortgage securing the bonds to be released; (4) that the mortgage under which such refunding bonds are issued is, so far as applicable, substantially in the form of this Indenture, with such modifications as in the opinion of said counsel are in the interest of the holders of the bonds secured by the Indenture; (5) that such mortgage prohibits the issuance of bonds thereunder in excess of the principal amount of the bonds to be refunded, except to an aggregate principal amount not exceeding sixty-five per cent of the cost of fair value, whichever is less, of additional lands, buildings, machinery, fixed equipment, tools and other appurtenant properties subjected to the lien of such mortgage as a first lien thereon; and (6) that the Company has good and lawful right to