

COMPARED

Corporate Trustees of the following in addition to the documents required by Section 2 of this Article:

(a) Cash equal to the principal amount of the bonds requested to be authenticated and delivered under this Section; and

(b) If the bonds at any time requested to be authenticated and delivered under this Section together with the bonds theretofore authenticated and delivered under this Section and Section 4 of this Article exceed in the aggregate Twenty Million Dollars (\$20,000,000) principal amount, a certificate signed in duplicate by a certified or chartered public accountant or accountants selected by the Company and satisfactory to the Corporate Trustees showing the items required by paragraph (f) of Section 4 of this Article.

All cash deposited with the Corporate Trustees under the provisions of this Section shall be held by the Corporate Trustees as part of the trust estate and subject to the lien of this Indenture until paid out as hereinafter provided. Whenever the Company shall become entitled to the authentication and delivery of bonds under the provisions of Section 4 of this Article, the Corporate Trustees shall pay over to the Company or upon its order and request evidenced by copies of resolutions certified by its Secretary or an Assistant Secretary under its corporate seal to have been duly adopted by its Board of Directors and to be still in force and effect accompanied by the instruments, documents, certificates and opinions required by Section 4 of this Article with respect to the authentication and delivery of bonds under said Section, an amount of cash equal to the principal amount bonds to which the Company would be then entitled to have authenticated and delivered under said Section 4 of this Article.

Upon the request of the Company evidenced by copies of resolutions certified by its Secretary or an Assistant Secretary under its corporate seal to have been duly adopted by its Board of Directors, and to be still in force and effect, any cash on deposit with the Corporate Trustees under the provisions of this Section, instead of being applied as heretofore in this Section provided, may be applied toward the purchase or redemption of any bonds issued and then outstanding under this Indenture; provided, however, that in the event of purchase of bonds there shall not be paid out of said moneys any sums in excess of the principal amount of the bonds to be purchased and that in such event the Company shall at the time of requesting the Corporate Trustees to purchase outstanding bonds pay to the Corporate Trustees a sum sufficient to pay the accrued interest on all bonds so requested to be purchased, and that the Corporate Trustees may in such event purchase such bonds in such manner and at such prices as may be deemed by them proper in their discretion, within the limitation aforesaid; and provided further that in the event of the use of any of said moneys for the redemption of outstanding bonds, the Company at the time of requesting the Corporate Trustees to use such moneys for the redemption of outstanding bonds shall pay to the Corporate Trustees the redemption premium and accrued interest to the date specified for redemption, on the principal amount of any bonds requested to be redeemed under the provision of this Section. Unless said moneys shall be applied as above provided within a period of two years after the deposit hereof they shall forthwith be applied towards the redemption of bonds outstanding hereunder to a principal amount sufficient to substantially exhaust said moneys, and the Company covenants and agrees to take or cause to be taken all action necessary or advisable to effectuate such redemption of bonds and to pay the premium and interest thereon otherwise than from said deposited moneys. All bonds purchased or redeemed pursuant