

hereinafter in this § 3.05 provided. Bonds may be authenticated and delivered, to the extent aforesaid, against the retirement of all or any part of any series of Bonds, at any time and from time to time at, before, or after, the maturity of any such series of Bonds retired, being retired or to be retired.

(B) In order to evidence to the Trustee the retirement, or provision for the retirement, of Bonds which shall thereafter be available as a basis for the authentication and delivery of Bonds pursuant to this § 3.05, for the withdrawal of cash in lieu thereof pursuant to § 3.07, or for the withdrawal of other cash or use of credits, to the extent herein provided, the Company may at any time and from time to time deliver to the Trustee the following, namely:

(a) Bonds (whether cancelled or uncanceled) in bearer form or accompanied by proper instruments of assignment and transfer, together with all appurtenant unmatured coupons, if any; and/or

(b) Cash sufficient to pay principal, premium, if any, and interest to maturity or to the redemption date, as the case may be, with respect to Bonds then outstanding and not to be delivered to the Trustee pursuant to subsection (a) above contemporaneously with the authentication and delivery of the Bonds applied for, together with, in case of the deposit of cash to provide for the redemption of Bonds, (1) proof satisfactory to the Trustee that notice of redemption as provided in Article 4 has been given, or (2) proof satisfactory to the Trustee that arrangements have been made insuring that such notice will be given, or (3) a written instrument executed by the Company, under its corporate seal and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, or (4) a waiver of the notice required by Article 4, signed by the holders of all Bonds to be redeemed. Whenever thereafter there shall be surrendered by the Company to the Trustee for cancellation any of the Bonds and/or appurtenant coupons payment of which shall have been provided for by such deposit, the Trustee shall repay to the Company, upon the written request of the Company, the amount deposited in respect of the Bonds and/or coupons so surrendered; and

(1) the Company has good title to the additional property shown in the certificate provided for in subsection (a) above;

(2) such additional property is subject to the lien of this Indenture free and clear of all encumbrances except permitted liens; and

(3) the Company is authorized to own, use and operate such additional property.

Upon receipt and acceptance by the Trustee of the certificates, statements, opinions and other documents required by this § 3.04, the net amount of additional property so certified and the Additions Credits thereby established may be used by the Company for the purposes and to the extent provided herein.

Nothing in this § 3.04 shall be deemed to prevent the Company from including in any additional property certificate filed pursuant to this § 3.04 any additional property acquired by it without also including any other additional property that it may have theretofore acquired, or from including in any such certificate any credit for substitution without also including any other credit for substitution to which it may at the time be entitled, and by so doing the Company shall not be deemed to have lost the right later to file such a certificate including such other additional property and/or such other credit for substitution.

(C) Any application of the Company for the authentication and delivery of additional Bonds pursuant to this § 3.04 shall be accompanied by a net earnings certificate.

§ 3.05. *Authentication and Delivery of Bonds Against Retirement of Bonds.* (A) Bonds may be authenticated and delivered pursuant to this § 3.05 (but only upon compliance with § 3.03) to an aggregate principal amount equal to the aggregate principal amount of Bonds of any one or more series theretofore authenticated and delivered by the Trustee under this Indenture, not theretofore funded, and which Bonds shall have previously been retired or shall be retired at the time of the authentication and delivery of Bonds by the Trustee hereunder and/or for the retirement of which provision shall then be made, as