

and, in any such case, the excess shall be deemed to constitute an "Additions Credit", provided, however, that no Additions Credit shall at any time be in an amount which exceeds \$500,000.

Any Additions Credit so established shall be available upon any subsequent application, written requests or certification: (i) as a basis for the authentication and delivery of Bonds under Article 3; (ii) as a basis for the withdrawal of cash, deposited pursuant to § 3.06, under § 3.07; (iii) in lieu of the deposit of cash or other consideration in connection with the release of property under Article 6; (iv) as a basis for the withdrawal of trust money under § 7.02; or (v) in connection with satisfying the requirements of the provisions of any sinking, improvement or analogous fund, hereafter established by a new series of Bonds; provided, however, that any Additions Credit so established shall be so available only to the extent of the amount thereof which was first certified to the Trustee within five (5) years prior to its being funded or used as permitted hereby; and provided, further, that any additional property, which has been certified to the Trustee in connection with the establishment of any Additions Credit and the net amount of which has not been used or funded within a five (5) year period after such certification, may thereafter be included in the net amount of additional property thereafter certified to the Trustee in the same manner and to the same extent as if such additional property had never been theretofore certified to the Trustee.

For the purpose of determining the particular additional property which has been certified to the Trustee in connection with the establishment of an Additions Credit and which has not been used or funded, additional properties shall be deemed to have been used or funded in the order of their certification to the Trustee.

(f) The terms "not theretofore funded" or "unfunded", when used with reference to property, shall mean all property of the Company, other than funded property and Excepted Property, and when used with reference to Bonds shall mean all Bonds other than funded Bonds.

§ 1.08. The term "outstanding" as applied

(1) to Bonds issued hereunder, shall mean as of any particular time all Bonds theretofore authenticated and delivered by the Trustee hereunder, except (a) Bonds theretofore cancelled or surrendered to the Trustee for cancellation, (b) Bonds in lieu of which other Bonds have been authenticated and delivered, as provided in § 2.13 hereof, and (c) Bonds for the payment or redemption of which cash shall have theretofore been deposited with the Trustee, provided that in the case of the deposit of cash for the redemption of Bonds notice of such redemption shall have been given as provided in Article 4 or provision satisfactory to the Trustee made for giving such notice, and provided further that in determining the percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding entitling the holders thereof to take any action hereunder or in determining whether the holders of the required percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding have concurred in any direction to the Trustee or in any consent hereunder, Bonds owned by the Company or by any other obligor upon the Bonds or by any affiliate of the Company or of any such other obligor shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for any such purpose if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not an affiliate of the Company or of any such other obligor. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee;

(2) to prior lien debt, shall mean as of any particular time all prior lien debt authenticated and delivered by the trustee under the lien securing the same or, if there be no such trustee, all prior lien debt theretofore issued under any such lien, except (a) prior lien debt theretofore cancelled, (b) prior lien debt issued in substitution for lost, stolen, destroyed or mutilated evidences thereof, (c) prior lien debt pledged hereunder, (d) prior lien debt held uncancelled by the trustee under a prior lien