SECTION 8.10. Upon the request of the Company, expressed by certified resolution, the Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the trust moneys then available for the purpose, or any cash deposited with it by the Company for the purpose, to the purchase of bonds then outstanding hereunder of such series (one or more) as the Company may designate, at a price not exceeding the current redemption price of, and the accrued interest on, such bonds as shall be by their terms redeemable at the option of the Company before maturity, and at a price not exceeding the principal amount of, plus accrued interest on, bonds not so redeemable. Such purchases may be made upon tender or upon the open market or at private sale or upon any exchange, or in any one or more of said ways, as the Trustee, in its uncontrolled discretion, shall determine. Before making any such purchase upon tender, the Trustee may, and upon request of the Company shall, by notice published once in each of two successive calendar weeks (on any day in the week) in an authorized newspaper in Denver, Colorado, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series designated by the Company then outstanding hereunder; and the Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices deemed by it most favorable to the Company, and reasonable notice shall be mailed by the Trustee to the holder or holders of the bonds whose proposals may be accepted. The Trustee may also in its discretion, and upon request of the Company so to do, shall, invite offers of bonds for sale to it in any other manner. The Trustee may reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds at a more favorable price or prices than it could by accepting said proposals. All advertisements for written proposals shall state that proposals shall be deemed to be made for all or any part of the bonds offered, whether so expressed or not.

Upon the purchase of any bond as hereinabove provided, the Trustee shall notify the Company in writing thereof specifying the principal amount of the bonds purchased or to be purchased and the amount of the accrued interest, if any, thereon paid or to be paid by the Trustee, on such purchase, and also specifying the amount of the premium, if any, in excess of the principal amount of any bond paid or to be paid by the Trustee on such purchase, and the Company covenants that it will, from time to time, upon the receipt by it of any such notice, immediately pay to the Trustee, to be held and applied as trust moneys, an amount in cash equal to such accrued interest and such premium on the Bonds so purchased or to be purchased, as specified in such notice, to the end that the trust moneys shall not be diminished by the payment therefrom of interest or premium.

The term "current redemption price" as used in this Section with respect to the bonds of any particular series shall be deemed to be the current redemption price at which bonds of such series are redeemable solely at the option of the Company except as otherwise provided with respect to bonds of such series.

SECTION 8.11. In case the mortgaged property shall be in the possession of a receiver or trustee, lawfully appointed, or in case the Company shall be in possession of any mortgaged property under the jurisdiction of some court of competent jurisdiction in proceedings for the reorganization of the Company pursuant to any provision of any bankruptcy or other act, the powers hereinbefore in this Article conferred upon the Company with respect to the sale or other disposition and release of the mortgaged property or the withdrawal of cash may be exercised, with the approval of the Trustee, by said receiver or trustee, or, when duly authorized by order of said court, by the Company notwithstanding that the Company may be in default, and any request, certificate or appointment made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner