

(c) Moneys in the 1958 Bond Fund and in the Building Maintenance and Equipment Reserve Account shall, upon request by the Borrower, be invested by the Trustee in direct obligations of, or obligations the principal of and the interest on which are guaranteed by, the United States Government maturing not later than five (5) years from the date of their purchase.

(d) Whenever the total amount of money and investments in the 1958 Bond Fund shall be equivalent to (1) the aggregate principal amount of Bonds outstanding plus (2) the aggregate amount of all coupons thereto accruing unmatured and matured, no further payments need be made into the 1958 Bond Fund. In determining the amount of Bonds outstanding, there shall be subtracted the amount of any Bonds which shall have been duly called for redemption and for which funds shall have been deposited in the Bank of Payment sufficient for such redemption.

Section 4.02. The Trustee shall keep account of the moneys received by it pursuant to Section 4.01. Upon request of any holder of any of the Bonds, the Trustee shall at reasonable times and during its business hours, give information as to the status of the Bond Fund.

Section 4.03. The Borrower hereby covenants and agrees that it will duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon, at the dates and places and in the manner mentioned in the Bonds and in the coupons thereto accruing, according to the true intent and meaning thereof. A pledge of all revenues paid or to be paid into the 1958 Bond Fund under the provisions of this Indenture, including the specific amount of revenues required to be paid into the 1958 Bond Fund under the provisions of Section 4.01 (e) hereof, is hereby made and the same are hereby pledged, assigned and set over to the Trustee to additionally secure the payment of the principal and redemption price of and

interest on the Bonds. The revenues so pledged, assigned and set over shall be immediately subject to the lien of such pledge upon receipt thereof by the Borrower, as agent for the Trustee, without further act. All revenues in excess of the revenues hereby pledged may be used by the Borrower for any lawful purpose.

ARTICLE FIVE

Regarding Possession, Use and Release of Mortgaged Property

Section 5.01. Unless an event of default shall have occurred and shall not have been remedied, the Borrower shall be suffered and permitted to remain in full possession, enjoyment and control of all of the property hereby mortgaged, and shall be permitted to manage and operate the same, and subject always to the provisions hereof, to receive, receipts for, take, use, enjoy and dispose of all rents, tolls, income, revenues, issues, products and profits thereof.

Section 5.02. In case the mortgaged property shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Borrower may be exercised by such receiver subject to the provisions of this Indenture, and if the Trustee shall be in possession of the mortgaged property under any provision of this Indenture, then all of the powers in this Article conferred upon the Borrower may be exercised by the Trustee in its discretion.

ARTICLE SIX

Holding and Investment of Moneys Deposited With or Paid to the Trustee

Section 6.01. All moneys required to be deposited with or paid to the Trustee under any provisions hereof shall be held by it in trust and, except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, shall, while held by it, constitute part of the trust estate and be subject to the