the redemption of Bonds of such series as may be selected by the Trustee in its discretion, but only in case of failure of the Company to deliver to the Trustee, in accordance with this § 10.04, a certified resolution specifying a series of Bonds so to be redeemed. Notwithstanding the foregoing provisions of this § 10.04, so long as any Bonds of 1975 Series are outstanding, any redemptions of Bonds made pursuant to this § 10.04, whether at the election of the Company or otherwise, at a time when the moneys held by the Trustee as part of the trust estate [other than moneys (*i*) in the Pipe Line Construction Fund, (*ii*) held on account of construction or judgment liens or other liens prior to the lien of this Indenture, and (*iii*) received by the Trustee pursuant to Article 8] exceed $200,000, shall be apportioned among the Bonds of the various series at the time outstanding which are redeemable so that substantially the same proportion of the outstanding Bonds of each series shall be retired through such redemption.

Upon the redemption by the Trustee of any Bonds pursuant to the provisions of this § 10.04, the Company shall pay to the Trustee all interest up to but not including the day of redemption on all Bonds so redeemed, together with an amount by which the aggregate redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds redeemed. The cost of all advertising or publishing shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

All Bonds redeemed by the Trustee under the provisions of this § 10.04, together with the unmatured coupons thereto appertaining shall be forthwith canceled upon receipt thereof by the Trustee.

§ 10.05. The Company may, at any time at its election (whether at or prior to the maturity or the redemption date of the particular Bonds), deposit cash with the Trustee in trust for the payment at maturity of all the Bonds and coupons of one or more particular series, or on redemption of all the Bonds and coupons or of any part thereof specified by the Company at the time of such deposit. Any moneys so deposited by the Company shall not be included in the trust estate but shall be received by the Trustee in trust for the account of the holders of the Bonds and coupons to be so paid or redeemed and

shall be paid to them, respectively, at maturity or on the redemption date, upon the presentation or surrender of their Bonds and coupons, together, in the case of Bonds called for redemption, with all unmatured coupons appertaining thereto. Upon surrender by the Company from time to time to the Trustee for cancellation prior to such maturity or redemption date, as the case may be, of any of the Bonds, with all unmatured coupons appertaining thereto, against which such deposit shall have been made, the Company shall be entitled to receive from the Trustee the cash held in respect of such Bonds and coupons so surrendered.

Any moneys so deposited with the Trustee by the Company for the payment or redemption of Bonds and coupons and remaining unclaimed by the bearers or registered owners of Bonds or the bearers of the coupons for six years after the date of each such maturity or redemption shall, upon the written request of the Company therefor, be repaid by the Trustee to the Company upon its written receipt therefor, and such bearers or registered owners of the Bonds and holders of the coupons shall thereafter be entitled to look to the Company and only to the Company for payment thereof. The Trustee, before being required to make any such payment to the Company, may at the expense of the Company cause a notice to be published once in an authorized newspaper in the city in which the principal office of the Trustee is located, stating that such moneys remain unclaimed as aforesaid and that after a date stated therein any balance thereof then remaining will be returned to the Company; but the Trustee shall be under no duty to cause such notice to be published.

§ 10.06. Any moneys held by the Trustee as a part of the trust estate shall, at the written request of the Company, be invested or reinvested by the Trustee in any bonds or other obligations of the United States of America designated by the Company, which as to principal and interest constitute direct obligations of the United States of America and/or in any commercial paper due within one year designated by the Company which is rated "prime" by National Credit Office, Inc.; but the Trustee shall not be required to make any such investment after it has canceled and discharged the lien of this Inden-