

by the Railroad Company of any of the outstanding bonds or obligations mentioned in this Section 4, or on or after the maturity of any of such bonds or obligations, or within six months before such maturity, or upon payment of any of said bonds or obligations (other than those held by the Trustee) the Railway Company may sell an amount of the General Mortgage bonds, reserved under this Section sufficient to reimburse the Railway Company the amount expended in the purchase of any such bonds or obligations, and to provide the means to pay the outstanding bonds or obligations which have matured, or are about to mature within six months, and to pay to the Railway Company a sum equal to the amount of such bond or obligations paid (other than bonds or obligations held by the Trustee), and the Trustee shall certify and deliver to the Railway Company, or upon its order, the amount of the General Mortgage Bonds so sold from the bonds reserved under this section; provided, however, that not more than \$1,250 par value of such General Mortgage Bonds shall be sold, certified and delivered for each \$1,000 of such outstanding bonds or obligations which shall have been purchased by the Railway Company, or which have matured or are about to mature within six months, or which have been paid; and provided further, that the net price at which such General Mortgage bonds are sold, and in no event less than eighty per cent of their par value, shall simultaneously be deposited in cash with the Trustee in exchange for the bonds so certified and delivered. Out of the cash so received by the Trustee, it shall, upon demand of the Railway Company, forthwith pay over to it a sum equal to the amount expended by it for the purchase of any such outstanding bond or obligations (but not in excess of the par amount thereof), upon delivery to the Trustee of the bonds or obligations purchased, and shall pay to the Railway Company a sum equal to the amount of such bonds or obligations which shall have been paid (other than bonds or obligations held by the Trustee), upon satisfactory evidence of such payment, provided however, that the Railway Company shall not have been previously reimbursed from the sale of Prior Lien bonds as provided in Section 7 hereof; and the remainder of such cash shall be held by the Trustee and applied to the purchase at not above par, or to the payment of any such outstanding bonds or obligations or to procure the release or satisfaction of the Mortgage or trust deed securing such bonds or obligations. If upon payment or satisfaction of all such bonds, and obligations or satisfaction of the Mortgages or trust deeds securing the same, any surplus cash should remain, then such surplus shall be applied by the Trustee to the purchase of bonds secured hereby, and all bonds so purchased shall be cancelled and cannot be renewed. The foregoing provisions of this section are, however, subject to the limitation that none of said reserved bonds or their proceeds shall be applied to the payment of any of said Equipment Bonds or Car Trust obligations, or to reimburse the Railway Company for such payment, unless the