

## DOUGLAS COUNTY

SECTION 33. In case money is deposited as in Section 30 provided in respect of any Bond, within six months of the maturity or date fixed for the redemption thereof, the money so deposited need include no amount to cover the interest which shall after said deposit become payable on said Bond, anything hereinabove to the contrary notwithstanding.

ARTICLE EIGHT  
REDEMPTION OF BONDS.

SECTION 34. Such of the Bonds issued hereunder as are by their terms redeemable before maturity may, at the election of the Company evidenced by a resolution of the Board delivered to the corporate Trustee, be redeemed at such times, in such amounts and at such prices as may be specified in said Bonds, and in accordance with the provisions of this Article Eight.

SECTION 35. If the Company shall elect to exercise such right of redemption, it shall publish notice thereof at least once in each of any 4 successive calendar weeks prior to the date on which such redemption is to be made, in at least one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, and in at least one daily newspaper printed in the English language and published and of general circulation in each of such other cities, if any, in which the principal of or the interest on the Bonds so to be redeemed is payable (in each instance upon any secular day of the week and in any such newspaper, but the publication in the first calendar week must be made not less than 30 days prior to such redemption date), stating such election on the part of the Company and specifying, in case of a redemption of less than all series of Bonds, the serial designations of the Bonds to be redeemed, and in case less than all of the Bonds to be redeemed, and also stating that the interest on the Bonds in such notice designated for redemption shall cease on such redemption date and that on said date there will become due and payable upon each of the Bonds to be redeemed, at the principal office of the corporate Trustee, the redemption price therein specified with the interest accrued to the redemption date. A similar notice shall be mailed by the Company, postage prepaid, at least 30 days prior to said date fixed for redemption, to all registered owners of Bonds to be redeemed, at their addresses as the same shall appear upon the Bond register of the Company; provided, however, that the mailing of notice to such registered owners shall not be a condition precedent to redemption, and neither failure to mail such notice to such registered owners nor any imperfection or defect therein shall affect the validity of the proceedings for redemption.

In case the Company shall have elected to redeem less than all the outstanding Bonds of any series, it shall, in each such instance, at least 10 days before the date upon which notice of redemption is required to be given, or within such shorter period as may be satisfactory to the corporate Trustee, notify the corporate Trustee in writing of such election and of the aggregate principal amount of Bonds of such series to be redeemed. Thereupon the corporate Trustee shall draw the Bonds to be redeemed by lot, in any manner by it deemed fair and proper, from the Bonds of such series theretofore authenticated and delivered hereunder and not previously cancelled or called for redemption, and shall promptly thereafter notify the Company in writing of the numbers of the Bonds so drawn.

Notice having been published as aforesaid, the Bonds so to be redeemed shall on the date designated in such notice become due and payable at the redemption price hereinabove specified; and from and after the date of redemption so designated (unless the Company shall make default in the provision for the payment of such Bonds) interest on the Bonds so designated for redemption shall cease to accrue, and upon surrender at the principal office of the corporate Trustee, in accordance with said notice, of any Bond specified therein, together with all coupons thereto appertaining unmaturing at the date of redemption, such Bond shall be paid at the redemption price aforesaid. If not so paid upon surrender thereof, said Bond shall continue to bear interest, at the rate therein specified until paid. The interest accrued to the date of redemption and the interest which shall have matured prior to that date shall continue to be payable (but without interest thereon, unless the Company shall make default in the provision for the payment thereof upon demand) to the respective bearers of the coupons therefor, upon presentation and surrender thereof.

The Company shall deposit with the corporate Trustee prior to the date designated for redemption, an amount of money sufficient to redeem all the Bonds which the Company has elected to redeem on such date.

SECTION 36. On the deposit with the corporate Trustee of the amount necessary to redeem all of the Bonds outstanding under this Indenture (if they shall all be redeemable and shall all have been duly called for redemption), together with an amount sufficient to pay all accrued and unpaid interest on the Bonds up to the redemption date or dates thereof, and on delivery to the corporate Trustee of:

- (1) proof satisfactory to the corporate Trustee that notice of redemption thereof on a specified redemption date or dates has been published as aforesaid, or
- (2) proof satisfactory to the corporate Trustee that arrangements have been made insuring to its satisfaction that such notice will be so published, or
- (3) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the corporate Trustee to give such notice for and on behalf of the Company,

and on payment to the Trustees of all costs, charges and expenses in relation thereto and all other sums payable hereunder by the Company, the Trustees, upon the request and at the expense of the Company shall cancel and discharge this Indenture and execute and deliver to the Company such deeds and instruments of satisfaction as may be necessary to that end. The corporate Trustee shall apply the moneys so deposited with it to the payment at the redemption price aforesaid of the Bonds so called for redemption and of the interest on such Bonds to the date or dates of redemption, but shall in no event be liable beyond the amount so deposited with it.

SECTION 37. If and so soon as the Company shall have called any Bond for redemption pursuant to the provisions of Section 35 hereof, and shall have deposited with the corporate Trustee an amount of money sufficient to redeem such Bond, then and in every such case the money deposited with or held by the corporate Trustee for the redemption of such Bond shall, without further act, be deemed forthwith to be reserved for the benefit of the holder of such Bond, and such reservation of such sum shall constitute full payment of the principal of such Bond as between the Company and the holder thereof. The sum so reserved in the hands of the corporate Trustee shall constitute a trust fund for the holder of said Bond, but no interest shall accrue thereon in his favor. Thereafter, such Bond shall be excluded from participation in the lien and security afforded by this Indenture, and as between the Company and the holder thereof shall be deemed to have been paid and the holder thereof shall look for the payment of the principal of such Bond only to the fund so reserved in the hands of the corporate Trustee, and in no event to the Company or the trust estate.

SECTION 38. All Bonds redeemed pursuant to the provisions of Section 35 hereof and the appurtenant coupons shall be cancelled by the corporate Trustee, and shall thereafter be created by the corporate Trustee, or delivered by it upon the written order of any officer of the Company.

ARTICLE NINE  
PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants and agrees as follows:

SECTION 39. The Company will duly and punctually pay the principal of and interest on every Bond issued under this Indenture, on the date and at the place and in the manner specified in the Bonds or in the coupons thereto belonging, according to the true intent and meaning thereof, and will also pay interest at the rate specified in the Bonds on all overdue principal and/or installments of interest