

## MORTGAGE RECORD 85

the Trustee as part of the mortgaged and pledged property and shall be collected by it, and the Trustee shall have the right to enforce the payment thereof and to enforce any and all provisions thereof by proceedings at law or in equity. In the event that the bonds outstanding hereunder shall be redeemable under the provisions of Subdivision (B) of Section 6 of Article VII (relating to the taking by eminent domain or the sale of all or substantially all of the Corporation's property) and if in such event the moneys available in the hands of the Trustee for such redemption shall not be sufficient to effect such redemption in full, as provided in such subdivision (B), the Trustee shall use its best efforts to sell, in such manner and at such prices as in its discretion it may determine, such amount of any obligations held by it under this Indenture as may be necessary to provide funds for or toward such redemption in full.

Section 2. Release of Certain Moneys Held by Trustee, and Conditions to be Complied With to Secure Such Release.

Unless a completed default of the character specified in Section 1 of Article IX of this Indenture has occurred and has not been rescinded or annulled, as provided for in Section 1 of Article IX, or otherwise cured or made good to the satisfaction of the Trustee, any moneys received by the Trustee in any of the following manners:

- (a) On account of the principal of any obligations received by the Trustee under the provisions of Section 3 of Article VII of this Indenture, or
- (b) As proceeds of released property, or of property taken by the power of eminent domain, or purchased by any governmental body in the exercise of a right reserved to purchase such property, or
- (c) As proceeds of any insurance against loss or damage by fire, or
- (d) Upon the satisfaction, discharge, or other release of any mortgage or other lien which is prior to the lien of this Indenture;

shall be held by the Trustee as a part of the mortgaged and pledged property and, subject to the provisions of subdivision (B) of Section 6 of Article VII of this Indenture shall be paid out to the Corporation by the Trustee from time to time in an amount or amounts equal to either:

- (1) Expenditures made for the replacement or repair of property destroyed or damaged by fire (to the extent that insurance moneys arising from such loss or damage are then in the hands of the Trustee), but not including any such expenditures made by the Corporation out of insurance moneys received directly by it on account of such fire;
- (2) An Amount of Available Capital Additions; or

- (3) The Cost or Fair Value, whichever shall be less, of Available Capital Additions purchased, constructed or otherwise acquired by the Corporation subsequent to a date which was not more than thirty (30) days preceding the date of the deposit of the moneys so to be paid out, and without deduction on account of the amount of Net Property Retirements.

To obtain any payment provided for in this Section 2, the Corporation shall deliver or cause to be delivered to the Trustee documents conforming to the requirements of Section 4 of Article IV of this Indenture, with such additions, omissions and modifications to such documents as may be appropriate in the light of the purpose for which they are used under this Section.

Section 3. Manner of Purchase of Bonds from Moneys Held under This Article.

Subject to the provisions of subdivision (B) of Section 6 of Article VII of this Indenture, unless a completed default of the character specified in Section 1 of Article IX of this Indenture has occurred and has not been rescinded or annulled as provided in Section 1 of Article IX hereof or been otherwise cured or made good to the satisfaction of the Trustee, any moneys constituting all or any part of the moneys received by the Trustee as specified in Section 2 of this Article VIII and not theretofore paid over or requested to be paid over to the Corporation pursuant to the provisions of Section 2 of this Article VIII, and all or any part of any moneys deposited with the Trustee under the provisions of Section 6 of Article II hereof or under the provisions of Article IV hereof and not theretofore applied as therein authorized, shall, upon the request of the Corporation, expressed by a Resolution, be applied by the Trustee to the purchase of bonds outstanding hereunder of such series (one or more) as the Corporation may designate at a price not exceeding the maximum price specified by the Corporation in its request to the Trustee, which maximum price as to such bonds as are by their terms redeemable before maturity shall not exceed the current redemption price (excluding accrued interest) applicable to redemption of such bonds by the application of moneys so deposited, and as to bonds not so redeemable shall not exceed the principal amount of such bonds, or, if the Corporation shall not have specified any such maximum price, then at a price not in excess of such redemption price (excluding accrued interest) of such bonds as shall be by their terms redeemable before maturity and not in excess of the principal amount of bonds which are not so redeemable; and, in any case of bonds purchased from the Corporation, at a price also not in excess of the cost thereof (less accrued interest) to the Corporation.

Before making any purchase of bonds of any series pursuant to the provisions of this Section 3, the Trustee shall, by notice published once in each of two (2) successive calendar weeks in one daily newspaper printed in the English language and of general circulation in the City of Boston, Massachusetts, advertise for written proposals to sell to it on or before a specified date bonds outstanding hereunder of the series (one or more) designated by the Corporation; and the Trustee, to the extent as nearly as is possible of such funds then in its hands and requested by the Corporation to be so applied, shall purchase the bonds so offered at the lowest price or prices asked therefor, subject to the limitations as to the price to be paid hereinabove in this Section set forth, and reasonable notice shall be given by the Trustee to the owner or owners of the bonds whose proposals may be accepted. If all bonds of the series (one or more), offers of which are invited, are registered bonds, including coupon bonds registered as to principal, no publication by notice of invitation of offers shall be necessary and notice given by mail to the owners of such bonds at their last addresses appearing on the registry books shall be sufficient.

Upon the request by Resolution provided for hereinabove in this Section, the Trustee may also, in its discretion, and upon request of the Corporation so to do, shall, invite offers of bonds for sale to the Trustee in any other usual manner.

If there should be two or more proposals at the same price aggregating more than the amount the Trustee has available for the purchase of bonds, after having accepted all proposals at lower prices, the Trustee shall, in accepting proposals, give preference to such proposals as are subject to acceptance of a portion thereof as against proposals not subject to such acceptance, and shall as between proposals subject to acceptance of a portion thereof accept them pro rata as nearly as may be to avoid the purchase of fractions of bonds, and shall as between proposals not subject to such acceptance, select such proposals to be accepted by lot, according to such method as the Trustee in its discretion shall deem proper. The Trustee shall have the right to reject any or all proposals in whole or in part if it reasonably believes at the time of opening such proposals that it can purchase the requisite amount of such bonds or any part thereof at a lower price than it could by accepting such proposals. All offers by holders or registered owners of bonds shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all notices inviting written proposals shall so state. Upon the purchase of or upon the election (as provided in this Section) of the Trustee to purchase any bonds, as hereinabove provided, the Trustee shall notify the Corporation 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 the aggregate purchase price of such bonds, and the Corporation covenants that it will, from time to time, upon receipt by it of any such notice, immediately pay to the Trustee, as an additional payment to the Trustee, an amount in cash equal to (1) such accrued interest on the bonds so purchased or to be purchased, and (2) the amount (if any) by which the aggregate purchase price (excluding accrued interest) paid or to be paid by the Trustee exceeds the aggregate principal amount of the bonds so purchased or to be purchased, specified in such notice, and (3) the cost of all advertising and publishing.