

MORTGAGE RECORD 85

Section 4. Manner of Redemption of Bonds from Moneys Held under This Article. Required Purchase or Redemption after Three Years.

In lieu of application towards the purchase of bonds under the foregoing provisions of Section 3 of this Article VIII, and subject to the provisions of subdivision (B) of Section 6 of Article VII of this Indenture, all or any part of any moneys which have been received by the Trustee as specified in Section 2 of this Article VIII and which the Trustee has not theretofore paid out or been requested to pay out pursuant to 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 or requested to be applied as therein authorized shall, at any time, upon the request of the Corporation expressed by a Resolution, be applied by the Trustee to the redemption of bonds issued hereunder, which are by their terms redeemable before maturity, of such series (one or more) as may be designated by the Corporation, in the manner and as provided for the redemption of bonds in Article VI hereof. In the event of each such redemption the Trustee shall notify the Corporation in writing forthwith of the bonds selected for redemption, specifying the amount of accrued interest payable in respect of the bonds to be redeemed upon such redemption, and any premiums payable upon such redemption, and the Corporation covenants that it will give or cause to be given the notice required in respect of the redemption of such bonds.

In case any such moneys shall remain in the hands of the Trustee for more than three (3) years after the receipt thereof by the Trustee, such moneys may be applied by the Trustee without further action by or election of the Corporation to the purchase of bonds in the manner and on the conditions provided in Section 3 of this Article VIII and the Corporation covenants that if bonds are so purchased it will pay to the Trustee the additional payment required by the last paragraph of said Section 3, or, if bonds shall not be available for such purchase in such manner and on such conditions in an amount sufficient to exhaust such moneys, then to the redemption of bonds, to the extent practicable, pro rata on the basis of the respective principal amounts of bonds of all series then outstanding and subject to redemption, in the manner and in accordance with the applicable provisions of Article VI of this Indenture and of any indenture supplemental hereto; and the Corporation hereby irrevocably authorizes the Trustee, in the name of and at the expense of the Corporation, to give notice of the call of such bonds for redemption, in the manner and with the effect specified in Article VI of this Indenture and in the supplemental indenture, if any, providing for the bonds of any series so to be redeemed; provided, however, that neither the Corporation nor the Trustee shall be required to make any such purchase or redemption unless furnished with an Opinion of Counsel stating that all authorizations, approvals or consents of any governmental bodies at the time having jurisdiction in the premises to such purchase or redemption have been obtained or that no authorization, approval or consent of any governmental body is required.

In the event of any redemption of bonds pursuant to this Section 4, the Corporation covenants that it will at least three (3) days prior to the first date upon which notice of such redemption is published (or prior to the date on which such notice is mailed, in the event that publication thereof is omitted in accordance with the permission granted by the provisions of Section 2 or Section 6 of Article VI hereof) deposit with the Trustee additional cash equal to all accrued interest on the bonds so redeemed, together with the premiums (if any) payable upon such redemption, and the cost of all advertising and publishing.

Section 5. Covenant to Secure Approval from Governmental Bodies.

The Corporation further covenants and agrees that, upon notice from the Trustee of any such proposed purchase under the provisions of Section 3 or redemption under the provisions of Section 4 of this Article VIII, it will make timely application for the authorization, approval or consent of any governmental body at the time having jurisdiction in the premises which may be required, and will do all other things necessary or its part to be done to effect any such purchase or redemption.

Section 6. Cancellation of Bonds Purchased or Redeemed under this Article.

All bonds issued hereunder which shall be purchased or otherwise acquired by or delivered to the Trustee pursuant to the provisions of this Article VIII shall forthwith be cancelled and, upon the written request of the Corporation, delivered to the Corporation.

Section 7. Disposition of Remaining Moneys in Case of Sale.

If the mortgaged property shall be sold, either under the power of sale herein provided in Article IX hereof, or under decree of court in proceedings for the foreclosure of this Indenture, then any moneys remaining in the hands of the Trustee to be applied pursuant to the provisions of this Article VIII shall be added to and dealt with as if such moneys were part of the proceeds of such sale.

ARTICLE IX.

REMEDIES OF TRUSTEE AND BONDHOLDERS UPON DEFAULT.

Section 1. Definition of Completed Defaults; Acceleration of Maturity; Right to Waive Default.

Upon the occurrence of any one or more of the events (sometimes called "completed defaults" in this Indenture) listed in the following subparagraphs (a) to (f), inclusive, that is to say:

- (a) Default in the payment of the principal of and any premium which may be due and payable on any bond hereby secured when such principal or premium shall have become due and payable, whether at maturity as therein expressed or by declaration or otherwise; or
- (b) Default continued for thirty (30) days in the payment of any installment of the Sinking Fund provided for the bonds of Series A by the provisions of Article III hereof; or
- (c) Default continued for thirty (30) days in the payment of any interest upon any bond hereby secured; or
- (d) Default in the performance of any other covenant, agreement or condition contained in the bonds or in this Indenture, or in any indenture supplemental hereto, continued for thirty (30) days after written notice thereof to the Corporation from the Trustee, or from the holders or registered owners of twenty-five per cent. (25%) in amount of the bonds hereby secured and outstanding, specifying wherein such default consists (a copy of any such written notice from holders or registered owners of bonds to be delivered likewise to the Trustee); or
- (e) Adjudication of the Corporation as a bankrupt by decree of a court of competent jurisdiction; or entry of an order of such a court approving a petition seeking reorganization or readjustment of the Corporation under the federal bankruptcy laws or other law or statute of the United States of America or of any state; or appointment by order of such a court, of a trustee or trustees, or a receiver or receivers, of all or substantially all of the property of the Corporation or of all or any part of the property of the Corporation subject to the lien hereof; provided that any such decree or order shall have continued unstayed, on appeal or otherwise, and in effect for a period of thirty (30) days; or
- (f) The filing by the Corporation of a petition in voluntary bankruptcy or the making of an assignment for the benefit of creditors or the consenting to the appointment of a receiver or trustee of all or any part of its property, or the filing by the Corporation of a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or other law or statute of the United States of America or of any state, or the filing of a petition to take advantage of any debtors' act; then, and in each such case, either the Trustee or the holders or registered owners of twenty-five per cent. (25%) or more in principal amount of either (1) all the bonds then outstanding hereunder, or (2) such of the bonds then outstanding hereunder as are primarily affected by the default, may declare the principal of all bonds hereby secured then outstanding, and the interest accrued thereon, to be immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Any such declaration by the Trustee may be made by notice in writing delivered by the Trustee to the Corporation, and any such declaration by the holders or registered owners of twenty-five per cent. (25%) or more in principal amount of either (1) all the bonds then outstanding hereunder, or (2) such of the bonds then outstanding hereunder as are primarily affected by the default, may be made by notice in