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(1) That in the opinion of the signers, all conditions precedent provided for in this Indenture relating to the withdrawal of such cash have been complied with;

(2) An accountant's certificate stating that the

which the Company is entitled as set forth in this

(3) An opinion of counsel to the effect that all conditions precedent provided for in this Indenture relating to the withdrawal of such cash have been complied with.

9. The amount of cash which may be withdrawn pursuant to this subdivision (f) shall be a sum determined by multiplying the amount of taxable gain or profit certified under clause (x) of the officers' certificate referred to in subparagraph (2) of this subdivision (f) by the rate or rates of the tax or taxes imposed upon such taxable gain or profit as certified under clause (x) of said subparagraph (2); provided, however, that the amount of cash that may be withdrawn pursuant to this subdivision (f) shall not exceed the amount of taxes certified under clause (x) of said subparagraph (2) or twenty-five per cent of the sum of the taxes certified under clause (x) of said subparagraph (2), whichever is less. For the purposes of this subdivision (f), it shall be assumed that the taxable gain or profit certified under clause (x) of subparagraph (2) thereof is in addition to the income and profits of the Company from all other sources.

In the event that after the Trustee has paid over to the Company cash in reimbursement of taxes as provided in this subdivision (f), it shall be determined that the reimbursement to which the Company is entitled exceeds the amount previously paid over to the Company by the Trustee by more than five thousand dollars (\$5,000), the Trustee shall, upon receipt of a request of the Company, officers' certificate, accountant's certificate and opinion of counsel of the kind prescribed in, and setting forth

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Company, to the payment at maturity of such prior lien bonds or to the redemption of such prior lien bonds in accordance with the provisions upon which such prior lien bonds are subject to redemption; or

(b) To the purchase of bonds outstanding hereunder of such price and maturity as may be specified in said resolution, or, at the election of the Company, to the payment at maturity of such bonds or to the redemption of such bonds in accordance with the provisions upon which such bonds are subject to redemption.

Any purchase of bonds shall be made by the Trustee in the open market, unless such purchase is, in the opinion of the Trustee, impracticable, in which case the Trustee shall advertise for written proposals to sell to it bonds of the series and maturity the purchase of which has been requested, by notice published once in each of two successive calendar weeks in an authorized New York newspaper and in an authorized Chicago newspaper; and the Trustee, to the extent of the funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the lowest price or prices asked therefor, but in no event at a price in excess of the maximum price, if any, specified by the Company in its request to the Trustee. In the alternative, the Trustee shall, upon request of the Company, purchase bonds or invite offers of bonds for sale to it in any other manner designated by the Company and not deemed by the Trustee to be inequitable. The Trustee shall have the right to reject any or all proposals in whole or in part. All offers by bondholders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all advertisements for written proposals shall so state; provided, however, that the Trustee shall not be required to acquire any portion of a bond in an amount less than the lowest authorized denomination of the bonds of such series. Should there be two or more proposals at the same price aggregating more than the amount which the Trustee has available after having

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the facts specified in subparagraphs (1), (2), (3) and (4) of this subdivision (f), pay over to the Company, from any of the funds specified in clause (x) of said subparagraph (2) then held by the Trustee, the amount to which the Company is entitled less such portion of said amount as may previously have been paid over to it pursuant to this subdivision (f).

In the event that after the Trustee has paid over to the Company cash in reimbursement of taxes as provided in this subdivision (f), it shall be determined that the amount so paid over exceeds by more than five thousand dollars (\$5,000) the amount of reimbursement to which the Company is entitled, the Company covenants that it will promptly repay to the Trustee the amount of such excess. Any sums so repaid to the Trustee shall be held by it as a part of the trust estate and may be withdrawn by the Company pursuant to the provisions of this Article VIII.

Redeemed prior lien bonds shall be deemed to have been paid and cancelled within the meaning of this Section 8.01.

SECTION 8.02. Any moneys in the hands of the Trustee, not theretofore paid over or requested to be paid over to the Company pursuant to the provisions of Section 8.01 hereof, and not expressly required by this Indenture to be used for some other purpose, shall (so long as the Company is not in default hereunder to the knowledge of the Trustee and there shall not have occurred and be continuing any event of default), at the election and in accordance with the request of the Company evidenced by a certified resolution, be applied by the Trustee from time to time to one or more of the following purposes:

(a) To the purchase of prior lien bonds (of such issue and series as may be specified in said resolution) with respect to which a deduction has theretofore been made by the Trustee with the authentication and delivery of bonds or the withdrawal or reduction of cash under any provision of this Indenture, or, at the election of the

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accepted all proposals at lower prices, such proposals shall, if possible under their terms, be accepted on a pro rata basis. Purchases of prior lien bonds shall be made in the same manner and subject to the same conditions as is provided in this Section 8.02 for purchases of bonds issued hereunder.

In the case of any redemption of bonds pursuant to this Section 8.02, the Trustee is authorized to give notice of redemption for or on behalf of the Company.

All bonds issued hereunder purchased by or delivered to the Trustee under the provisions of this Section 8.02, together with the unmatured coupons thereto appertaining, upon receipt of the same by the Trustee shall be forthwith cancelled.

The amount, if any, by which the aggregate price (including accrued interest) paid by the Trustee upon any such purchase or redemption of bonds or prior lien bonds exceeds the aggregate principal amount of the bonds or prior lien bonds purchased or redeemed shall be paid by the Company to the Trustee, and the cost of all advertising and publishing shall be paid by the Company, or, if paid by the Trustee, shall forthwith be repaid to it by the Company upon demand.

Upon the purchase of bonds or of prior lien bonds pursuant to the provisions of this Section 8.02, the Trustee shall pay to, or upon the order of, the Treasurer or an Assistant Treasurer of the Company, from any moneys received by the Trustee to be applied by it as a part of the trust estate, an amount in cash equal to the amount, if any, by which the aggregate principal amount of bonds or prior lien bonds purchased exceeds the aggregate purchase price (including accrued interest) paid by the Trustee for such bonds or prior lien bonds. In case all or substantially all of the properties of the Company (other than obligations and cash held by the Trustee) shall have been released from the lien hereof, no payment shall be made to the Company by the Trustee pursuant to the provisions of this Section 8.02 until all of the