

Anything herein contained to the contrary notwithstanding, the right of the Company to acquire equipment from the manufacturers thereof or from others subject to any chattel mortgage, conditional sales agreement or equipment trust agreement shall not be in any respect limited or restricted by the provisions of this Section, and such provisions shall have no application to any such acquisition.

§ 417. That, if a default, as defined in § 207 shall occur and be continuing, it will not sell, pledge or otherwise dispose of any bonds issued hereunder then held by it or on its behalf.

§ 418. The term "restricted property", as used in this § 418, shall at any time mean (1) property additions thereto or then being funded and not theretofore released from the lien hereof, which were at the time of funding thereof and continue to be subject to a prior lien; (2) prior lien bonds theretofore or then being funded, provided that the prior lien securing such bonds shall not have been cancelled.

The Company covenants and agrees that it will not apply for or obtain the authentication and delivery of any additional bonds, or the withdrawal of any cash, or the release of any property under any provision of this Indenture if as a result of such authentication and delivery of bonds, or withdrawal of cash, or release of property, as shall be stated in an engineer's certificate or certificate of the Company accompanying the application, the aggregate of:

(A) The principal amount of all additional bonds theretofore authenticated and delivered and then outstanding (provided that all such additional bonds which have theretofore been funded by the issuance of bonds under § 307 shall, solely for the purposes of this subdivision (A), be considered to be outstanding), including any bonds then to be authenticated and delivered, upon the basis of property additions or prior lien bonds, which then constitute restricted property;

(B) The principal amount of all prior lien bonds outstanding; and

Company, whether or not such prior lien bonds have theretofore become due and payable, unless the Company shall, by the terms of a prior lien, be required to cancel such prior lien bonds or deliver or pledge them to or with the trustee or other holder of any prior lien. All such prior lien bonds deposited with the Principal Trustee shall be received and held by the Principal Trustee, as further security for the bonds issued hereunder, in the manner provided in Article 7, provided, however, that any such prior lien bonds so deposited and pledged with the Principal Trustee may, if not theretofore funded, be made the basis, then or from time to time thereafter, for the authentication and delivery of bonds, the withdrawal of cash, the release of property, or a credit to the extent, in the manner and subject to the conditions in this Indenture provided.

B. The Company covenants and agrees that, upon the satisfaction of any prior lien, all prior lien bonds secured by other prior liens, which are then held by the trustee or other holder of such satisfied prior lien, shall be delivered to the Principal Trustee to be held subject to the provisions of Article 7, or, if so required by the terms of any other prior lien or liens, to the trustee or other holder of the mortgage or other lien or liens, securing such prior lien bonds or securing other prior lien bonds, to be cancelled or to be held in pledge or for the purpose of any sinking fund or analogous fund for the retirement of bonds for which provision may have been made in the instrument evidencing such mortgage or other lien; and that the Company will not obtain or apply for the authentication and delivery of any bonds under the provisions of § 311, or the withdrawal of cash, the release of property, or a credit under any provision of this Indenture, upon the basis of any prior lien bonds deposited with the Principal Trustee pursuant to the provisions of this subdivision B.

C. The Company further covenants and agrees that all prior lien bonds, proceeds of property, considerations for property taken by the exercise of the power of eminent domain or purchased by a municipality

(C) The total amount of all cash which has been deposited with the Principal Trustee under any provision of this Indenture (other than cash representing the proceeds of insurance on property additions subject to prior lien) and subsequently withdrawn (including any such cash then to be withdrawn) upon the basis of property additions or prior lien bonds, which then constitute restricted property;

would exceed ten per centum (10%) of the sum of the aggregate principal amount of all bonds then outstanding, including the bonds then to be authenticated and delivered, and the aggregate principal amount of all prior lien bonds then outstanding.

§ 419. The Company covenants and agrees that it will pay or cause to be paid when due and payable the principal of, or will acquire and pledge hereunder, all outstanding prior lien bonds not at the time deposited hereunder; that shall paid or discharged at maturity or otherwise, it will pay or cause to be paid the interest thereon at the time and at the place or places therein, or in the coupons annexed thereto, set forth; and that it will prevent any default or other thing from happening whereby the right might arise to enforce by foreclosure or otherwise the prior lien securing the same.

§ 420. The Company covenants that if at any time hereafter it shall acquire property subject to a prior lien it will not permit the principal amount of any indebtedness secured by any such prior lien to be increased at any time thereafter, unless the evidences of such increased indebtedness are forthwith deposited with the Principal Trustee, to be held subject to the provisions of Article 7 (except in accordance with any applicable provisions with respect to substituting new instruments evidencing any such indebtedness in place of other such instruments which may have become lost, stolen or destroyed).

§ 421. A. The Company covenants and agrees that it will forthwith pledge and deposit with the Principal Trustee, uncancelled, all prior lien bonds which may hereafter be acquired uncancelled by the

in the exercise of any right, considerations for property received, proceeds of insurance, and moneys, in lieu of receiving which, in each case, the Principal Trustee shall have received a certificate that the same have been deposited with the trustee or other holder of a prior lien in pursuance of any provision of this Indenture, and which in each case are held by the trustee or other holder of a prior lien at the time of the satisfaction of such prior lien, shall thereupon be paid or delivered to the Principal Trustee (to be held subject to the provisions of this Indenture as though originally received by the Principal Trustee) or to the trustee or other holder of a prior lien if required by the terms of such prior lien; and that the Company will not obtain any withdrawal of any such prior lien bonds or any such cash or any such proceeds or considerations from any such trustee or holder on the basis of any prior lien bonds deposited with the Principal Trustee pursuant to any provisions of this Indenture and theretofore funded, except for the purpose of depositing such prior lien bonds, cash, or proceeds or considerations so withdrawn with the Principal Trustee hereunder; and that the Company will not apply for or obtain the authentication and delivery of any bonds under the provisions of § 311, or the withdrawal of cash or the release of property or take a credit under any provisions of this Indenture on the basis of any prior lien bonds used to withdraw any such cash, prior lien bonds, or proceeds or considerations from any such trustee or holder which are not deposited with the Principal Trustee hereunder.

D. The Company further covenants and agrees that it will not apply for or obtain the release of any cash received or held by a trustee or other holder under any prior lien except upon compliance with terms and conditions similar to the terms and conditions of § 421, unless such cash shall thereupon be deposited with the Principal Trustee to be held and applied by it as though such cash had originally been deposited with the Principal Trustee.

§ 422. That, on or before June 1, 1950, and on or before June 1 in each calendar year thereafter, or on or before such other