

council of the kind described in, and setting forth the facts with respect to such property specified in Subdivisions (a), (b) and (c) of Section 1 of this Article VIII, together, in case of withdrawal of cash deposited upon the release of property not subject to an unfunded prior lien with the prior lien bonds and cash prescribed in Subdivision (d) of said Section 1 except that such certificates, instruments and opinion,

(e) need not state that the property therein described consists of property additions, but in lieu thereof shall state that such property is third property; and

(f) shall omit the statement required by paragraphs (2) and (4) of said Section 1(b) and in lieu thereof shall state that no portion of such property has theretofore been included in any certificate filed pursuant to the provisions of this Section 7 and that the construction or acquisition of such property was desirable in the conduct of the business of the Company.

No cash shall be withdrawn from the trust estate pursuant to this Section 7 on the basis of property subject to an unfunded prior lien, unless the cash being withdrawn was deposited upon the release of property subject to an unfunded prior lien.

SECTION 8. Any moneys held by the Trustee as a part of the trust estate (other than moneys held on account of prior lien bonds or judgment liens), and not paid over to the Company pursuant to the other provisions of this Article VIII, shall, 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 the purchase of Bonds outstanding hereunder (of such series and within such limitations as to price as may be specified in the resolution) or to the redemption of such Bonds in accordance with the terms thereof. The Trustee shall make the purchases of the Bonds in such manner as it may deem proper, but at prices not in excess of those specified in

the resolution. Any particular moneys in excess of \$25,000 held by the Trustee as a part of the trust estate (other than moneys held on account of prior lien bonds or judgment liens), which shall not have been withdrawn within a period of three years after the date of deposit, shall be applied forthwith by the Trustee to the purchase or redemption, at its election, of Bonds of such series as may be selected by the Trustee in its discretion, but only in case of failure of the Company to deliver resolution specifying a series of Bonds so to be purchased or redeemed. The Trustee shall not, unless the Company shall otherwise authorize, purchase Bonds at a price or prices exceeding the redemption price thereof prevailing at the time and accrued interest to the next interest date, or if not redeemable, at a price or prices exceeding the principal amount thereof and accrued interest to the next interest date. Unless 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, the Trustee may purchase from the Company Bonds which have theretofore been issued by the Company and reacquired by it.

Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with an amount by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of all advertising or publishing shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand; and

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys held by the Trustee as part of the trust estate,

an amount equal to the amount by which the aggregate principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such 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 until all of the Bonds (other than Bonds held by the Company) shall have been paid, redeemed or otherwise retired. All Bonds purchased by or delivered to the Trustee under the provisions of this Section 8, together with the unmatured coupons thereto appertaining shall be forthwith canceled upon receipt thereof by the Trustee.

SECTION 9. The Company may, at any time at its election (whether at or prior to the maturity or the redemption date of the particular Bonds), deposit cash with the Trustee for the payment at maturity or on redemption of all the Bonds and coupons or of any part thereof specified by the Company at the time of such deposit. Any moneys so deposited by the Company shall not be included in the trust estate but shall be received by the Trustee for the account of the holders of the Bonds and coupons to be so paid or redeemed and shall be paid to them, respectively, at maturity or on the redemption date, upon the presentation or surrender of their Bonds and coupons, together, in the case of Bonds called for redemption, with all unmatured coupons appertaining thereto. Upon surrender by the Company from time to time to the Trustee for cancellation prior to such maturity or redemption date, as the case may be, of any of the Bonds, with all unmatured coupons appertaining thereto, against which such deposit shall have been made, the Company shall be entitled to receive from the Trustee the cash held in respect of such Bonds and coupons so surrendered.

Any moneys so deposited with the Trustee by the Company for the payment or redemption of Bonds and coupons and re-

maining unclaimed by the bearers or registered owners of Bonds or the bearers of the coupons for six years after the date of each such maturity or redemption shall, upon the written request of the Company therefor, be repaid by the Trustee to the Company upon its written receipt therefor, and such bearers or registered owners of the Bonds and holders of the coupons shall thereafter be entitled to look only to the Company for payment thereof. The Trustee, before being required to make any such payment to the Company, may at the expense of the Company cause a notice to be published once in an authorized newspaper in each city in which the Bonds and coupons are payable, stating that such moneys remain unclaimed as aforesaid and that after a date stated therein they will be returned to the Company; and the Trustee shall be under no duty to cause such notice to be published.

SECTION 10. Any moneys held by the Trustee as a part of the trust estate, may at the request of the Company, evidenced by a certified resolution, be invested or reinvested by the Trustee in any bonds or other obligations of the United States of America designated by the Company, and not disapproved by the Trustee, which as to principal and interest constitute direct obligations of the United States of America; but the Trustee shall not be required to make any such investment after it has canceled and discharged the lien of this Indenture in accordance with Article XVI hereof. Until an event of default hereunder shall occur and be continuing, any interest on such bonds, obligations and securities which may be received by the Trustee shall be forthwith paid to the Company. Such bonds, obligations and securities shall be held by the Trustee as a part of the trust estate; but, upon a like request of the Company or at any time when the Trustee in its discretion shall deem such action advisable, the Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash held by it to purchase the bonds or other obligations so sold. In case the net proceeds (exclusive of interest) realized upon any sale shall amount to less