

of this Section 1, shall be applied by the Corporate Trustee, acting as agent of the Company, in the event of default has occurred and is continuing, so that the Company shall be able to purchase or redemption of Outstanding Bonds of Series A in accordance with the provisions of this Section 1.

The Corporate Trustee may purchase such Bonds of Series A either at private sale or in the open market at the lowest price or prices at which, in its sole discretion, it shall deem such Bonds reasonably obtainable; or, if the lowest price obtainable in the open market is not acceptable, it may exercise, in its sole discretion, the right to reject any or all such proposals in whole or in part, and may purchase such Bonds at the lowest price or prices asked in such proposals if it deems such purchase advisable; but no such Bonds shall be purchased at private sale or in the open market or at a price in excess of the face value of the Bonds, plus accrued interest, in excess of the amount, exclusive of premium and accrued interest, which would be payable in case of redemption thereof on the next January 1 through the operation of the Series A Sinking Fund.

Whenever the balance of cash remaining on deposit in the Series A Sinking Fund on November 1 of any year equals or exceeds \$50,000, the Corporate Trustee shall have the right to cause the Company to deposit such cash on or before January 1, at the then applicable sinking fund redemption price specified in Section 1 of Article IV. The Corporate Trustee shall give notice of such redemption in the name of the Company in the manner and in accordance with the applicable provisions of Article IV and the Company shall be bound to comply with such notice. The Corporate Trustee shall have the right to cause the Company to make such deposit for the purpose of the Series A Sinking Fund. The Company covenants that whenever any redemption of Bonds of Series A shall be required under the provisions of this Section 1, it will at the request of the Corporate Trustee take all action necessary, and authorize the Corporate Trustee to take all action necessary, to redeem such Bonds.

Section 2. The Company covenants that, in connection with any purchase or redemption of Bonds of Series A under this Article VI, it will deposit with the Corporate Trustee, upon request of the Corporate Trustee in the case of purchase, or prior to the date fixed for redemption in the case of redemption, a sum in cash or in United States Government Bonds of Series A Sinking Fund, an additional sum in cash sufficient to pay, in the case of purchase, the excess, if any, of the purchase price, including accrued interest, over the principal amount thereof, and, in the case of redemption, all premiums and accrued interest required to be paid thereon to the date fixed for redemption.

All advertising and publishing costs, commissions, postage and other expenses incurred in connection with the purchase or redemption of such Bonds of Series A shall be paid by the Company, or, if paid by the Corporate Trustee, shall be repaid by the Company to the Corporate Trustee upon demand.

All Bonds of Series A purchased or redeemed out of the Series A Sinking Fund, and all Bonds of Series A delivered by the Company to the Corporate Trustee in lieu of deposit, shall be subject to the lien of the mortgage and shall not be made the basis for its authentication and delivery of any Bonds or the withdrawal, payment or application of any cash under any provision of the Mortgage.