

independent engineer's certificate filed with the Corporate Trustee pursuant to this Section, whichever shall be the later, shall, whether or not an event of default under this Indenture shall have happened and be continuing,

(a) apply the unexpended balance of the Loop Line Construction Fund to the redemption, as soon as practicable, of bonds of the Second 1963 Series, at the principal amount thereof and accrued interest to the date of redemption; and

(b) apply the remainder of such unexpended balance of the Loop Line Construction Fund not required to be applied as provided in the foregoing subdivision (a) (except as to any balance insufficient to effect the redemption of the smallest outstanding bond or portion thereof which shall then be redeemable) to the redemption of bonds of the 1968 Series, the 1964 Series, the Second 1964 Series and the 1967 Series, at the principal amount thereof and accrued interest to the date of redemption, pro rata (adjusted to the nearest \$1,000 principal amount) as between said four series in proportion to the respective principal amounts of the bonds of said series at the time outstanding.

The Company covenants that it will promptly call for redemption the bonds to be redeemed and will pay to the Corporate Trustee, at least one day prior to the specified redemption date, all sums required for the payment of the accrued interest payable in connection with the redemption of any bonds to be redeemed pursuant to this Section 6A.08.

SECTION 6A.09. The Company covenants and agrees that until the Loop Line Project shall have been completed, the sum of \$3,000,000 set aside by the Company as a Current Construction Fund for the Loop Line Project pursuant to the provisions contained in this Indenture prior to the execution and delivery of the Fifth Supplemental Indenture hereto, or any balance of said sum remaining in said Fund from time to time, shall be used solely on account of the cost of acquisition or construction and completion of the Loop Line Project, which cost shall include any of the items set forth in paragraphs (a), (b) and (c) of Section 6A.02, or for advances to another or others on ac-