

sums which the Company shall then remain obligated to deposit with the Corporate Trustee pursuant to the second paragraph of Section 6B.02, will equal the difference between such cost of the San Juan Project and the sum of (i) \$88,903,500 plus (ii) any amounts transferred to the San Juan Construction Fund pursuant to the provisions of Section 6A.05 and/or Section 9.06. Any amounts remaining in the Current Construction Fund for the San Juan Project provided for in Section 6B.10 may be used for such deposit. Such additional amount shall also be held by the Corporate Trustee as part of the trust estate hereunder and paid out or applied by it as provided in Section 4.06.

If any cash deposited with or held by the Corporate Trustee pursuant to this Section shall not have been paid out or applied as provided in Section 4.06 within three years after the date of delivery to the Corporate Trustee of the above mentioned documents, such cash, if in an amount equal to \$250,000 or more, shall, unless the Company shall at the time be in default in the payment of interest on some one or more of the bonds or an event of default as defined in Section 10.02 shall have happened and be continuing, be applied (except as to any balance insufficient to effect the redemption of the smallest outstanding bond or portion thereof) to the redemption of bonds of the Second 1968 Series as provided in subdivision (2) of Section 4.06 on the earliest practicable date or dates on which the bonds of such series shall be redeemable, and the Company covenants that it will promptly call for redemption the bonds to be redeemed with such cash. All sums required for the payment of interest and premium in connection with the redemption of such bonds shall be furnished by the Company.

SECTION 6B.07. If the acquisition and construction of the San Juan Project shall be abandoned for any reason (it being understood that the Company shall have no right to abandon such acquisition or construction), or shall be unreasonably delayed, or if the San Juan Project shall not be completed on or before January 1, 1957, subject, in any case other than abandonment, to delays due to *force majeure*, the Trustees, or either of them, may in the discretion of the Corporate Trustee complete the acquisition and construction of the San Juan Project and for such purposes the Trustees, or either of