

BONDS WHEN AND AS THE SAME SHALL BECOME DUE AND PAYABLE, WHETHER BY THE TERMS THEREOF OR BY DECLARATION OR OTHERWISE, AS HEREIN PROVIDED, SAID MONEYS SHALL BE FORTHWITH APPLICABLE TO THE PURPOSES SPECIFIED, AND IN ACCORDANCE WITH THE PROVISIONS OF, SECTION 74 HEREOF; BUT, UNLESS AN EVENT OF DEFAULT SHALL HAVE HAPPENED AND SHALL NOT HAVE BEEN REMEDIED, ALL OR ANY PART OF SAID MONEYS, AT THE REQUEST AND ELECTION OF THE COMPANY EVIDENCED BY A RESOLUTION OF THE BOARD DELIVERED TO THE CORPORATE TRUSTEE, SHALL (UNLESS SOME LIEN PRIOR TO THE LIEN OF THIS INDENTURE SHALL, IN THE OPINION OF COUNSEL, OTHERWISE REQUIRE) BE APPLIED BY THE CORPORATE TRUSTEE AS FOLLOWS:

A. THEY MAY BE PAID UPON THE WRITTEN ORDER OF THE COMPANY FROM TIME TO TIME, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21 HEREOF IN LIKE MANNER AS DEPOSITED CASH, EXCEPT THAT, IN THE CASE OF THE WITHDRAWAL OF SAID MONEYS UPON THE BASIS OF THE ACQUISITION OF ADDITIONAL PROPERTY, THE AMOUNT TO BE SO PAID SHALL BE EQUAL TO, BUT SHALL NOT EXCEED, THE AMOUNT OF THE DIFFERENCE BETWEEN

(1) THE COST OR FAIR VALUE, WHICHEVER IS LESS, OF THE ADDITIONAL PROPERTY REFERRED TO IN PARAGRAPH A OF SECTION 19 HEREOF, INSTEAD OF 70% THEREOF; AND

(2) THE AMOUNT SPECIFIED IN PARAGRAPH B OF SECTION 19 HEREOF.

B. THEY MAY BE APPLIED BY THE CORPORATE TRUSTEE TO THE PAYMENT OF THE PRINCIPAL OF BONDS, EITHER AT MATURITY OR UPON REDEMPTION BY THE COMPANY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE EIGHT HEREOF, THE COMPANY PROVIDING, FROM FUNDS NOT CONSTITUTING A PART OF THE TRUST ESTATE, FOR THE PREMIUM AND/OR ACCRUED INTEREST, IF ANY, PAID OR REQUIRED IN CONNECTION WITH ANY SUCH REDEMPTION; AND/OR

C. TO THE EXTENT THAT ANY SUCH MONEYS ARE PROCEEDS OF INSURANCE UPON ANY PART OF THE MORTGAGED PROPERTY, THEY MAY BE PAID OVER UPON THE WRITTEN ORDER OF THE COMPANY FOR THE PURPOSE OF REPAIRING, RESTORING OR REPLACING THE PROPERTY DESTROYED OR DAMAGED, BUT ONLY UPON THE RECEIPT BY THE CORPORATE TRUSTEE OF

(1) A CERTIFICATE OF THE COMPANY, STATING THAT EXPENDITURES HAVE BEEN OR ARE ABOUT TO BE MADE FOR SUCH PURPOSE AND THE AMOUNT THEREOF, AND ALSO STATING THAT THE AMOUNT SO EXPENDED OR ABOUT TO BE EXPENDED IS NOT IN EXCESS OF THE REASONABLE VALUE OF SUCH REPAIRS, RESTORATIONS OR REPLACEMENTS, AND ALSO STATING THAT NO PART OF SUCH EXPENDITURES HAS THERETOFORE BEEN OR WILL BE MADE THE BASIS FOR THE AUTHENTICATION AND DELIVERY OF BONDS OR THE WITHDRAWAL OF ANY CASH OR THE RELEASE OF ANY PROPERTY FROM THE LIEN OF THIS INDENTURE, OR HAS BEEN MADE OUT OF THE PROCEEDS OF ANY INSURANCE UPON ANY PART OF THE MORTGAGED PROPERTY OR OUT OF THE PROCEEDS OF ANY PART OF THE MORTGAGED PROPERTY RELEASED FROM THE LIEN OF THIS INDENTURE, OR FROM A PRIOR LIEN, OR TAKEN BY THE EXERCISE OF THE POWER OF EMINENT DOMAIN; AND

(2) AN OPINION OF COUNSEL TO THE EFFECT THAT SUCH REPAIRS, RESTORATIONS OR REPLACEMENTS ARE, OR UPON THEIR COMPLETION WILL BE, SUBJECT TO THE DIRECT LIEN OF THIS INDENTURE FREE FROM ALL OTHER LIENS, CHARGES OR ENCUMBRANCES PRIOR TO THE LIEN OF THIS INDENTURE EXCEPT TAXES FOR THE THEN CURRENT YEAR, AND EXCEPT ALSO ANY OTHER PRIOR LIENS, CHARGES OR ENCUMBRANCES TO WHICH THE PROPERTY SO DESTROYED^{ORDAMAGED}/SHALL HAVE BEEN SUBJECT.

THE AMOUNT SO TO BE PAID SHALL BE THE AMOUNT OF THE EXPENDITURES STATED IN SUCH CERTIFICATE, AND THE COMPANY COVENANTS AND AGREES THAT IT WILL USE AND APPLY THE MONEYS SO PAID TO THE PURPOSE STATED IN SUCH CERTIFICATE, WITH ALL REASONABLE DESPATCH. UPON RECEIPT OF A CERTIFICATE OF THE COMPANY TO THE EFFECT THAT ANY OF THE MORTGAGED PROPERTY DAMAGED OR DESTROYED AND DESCRIBED IN SUCH CERTIFICATE HAS BEEN FULLY REPAIRED, RESTORED OR REPLACED, THE CORPORATE TRUSTEE SHALL PAY OVER UPON THE WRITTEN ORDER OF