

shall have occurred, and in either case be then continuing) to or upon the order of the Treasurer of the Company to reimburse the Company for moneys expended by it or by any Subsidiary Company since November 30, 1921 (or in the case of any Subsidiary Company hereafter acquired, since the date of acquisition), and irrespective of whether expended prior or subsequent to the receipt of such money by the Trustee, or the release or taking of property, proceeds of which make up or are included in such money

(a) For the replacement of property destroyed by fire or other casualty (to the extent that insurance moneys are in the hands of the Trustee), upon receipt by the Trustee of a certified copy of a resolution of the Board of Directors of the Company requesting such payment and a statement signed by the President or a Vice-President and the Treasurer or an Assistant-Treasurer of the Company, stating with reasonable detail the amount of expenditures made for such replacement, and that the replaced property has been acquired by the Company or the Subsidiary Company which owned the property destroyed, and that the replaced property is subject to no lien other than that to which the destroyed property was subject; or

(b) For the acquisition by the Company or a Subsidiary Company of additional property, or the making of extensions, additions or improvements, of the nature which might be the basis for the issuance of Residue Bonds, pursuant to Subdivisions 1 or 2 of Section 5 of Article II; provided, however, that in case any Subsidiary Company in which the Company has less than a 95% interest, shall acquire any additional property or make any permanent improvements, extensions or additions, the Company shall be credited with only such percentage of the cost as is equal to the percentage of the interest of the Company in such Subsidiary Company computed as provided in Section 3 of Article II, unless there shall be pledged with the Trustee mortgage bonds of such Subsidiary Company to an amount at face value equal to the actual cost of such additional property, permanent improvements, extensions or additions; or

(c) In the case of cash received by the Trustee as proceeds of the release of any bonds, stock or other securities of a Subsidiary Company, also for the acquisition by the Company or a Subsidiary Company of securities which might be the basis for the issuance of Residue Bonds, pursuant to Sub-division 3 of Section 5 of Article II.

Provided, further, that cash received by the Trustee as proceeds of the release of any property which had been received in exchange for, or purchased with the proceeds from the sale of, bonds, stock or other securities of a Subsidiary Company, upon proof satisfactory to the Trustee of such facts, may be paid over by the Trustee for the purposes hereinbefore in this Clause (c) set forth, and provided, further, that in the case of any other cash received by the Trustee it may be paid over by the Trustee for the purposes hereinbefore in this Clause (c) set forth, provided Mortgage Bonds of a face amount and value at least equal to the amount of cash to be paid over, secured by lien upon the fixed property of the corporation whose securities are being acquired, shall be deposited with the Trustee, accompanied by an opinion of counsel of the nature specified in Paragraph R of Section 10 of Article II hereof.

Provided, however, that no cash shall be paid to the Company to reimburse it for expenditures of the nature specified in Clauses (b) and (c) above until the Trustee shall have received a certified copy of a resolution of the Board of Directors of the Company requesting such payment and the appropriate documents and/or securities required to be delivered to it in accordance with the provisions of Section 2 of Article VII

(except that the statements required by Paragraphs A and I of said Section shall describe