

only the property, permanent improvements, extensions, additions or securities acquired or constructed as to which reimbursement is being requested and shall further state that the property does not include any of the nature described in Clause (f) of Section 5 of Article II) and in addition thereto in all cases in which the sum requested exceeds \$25,000 a report of an appraiser or appraisers who shall be selected by the Trustee and whose compensation shall be paid by the Company appraising the property for the reimbursement of the cost of which payment has been requested, which appraisal shall show the value of such property over and above the principal amount of all indebtedness secured by lien upon such property prior to the lien hereof, to be not less than the amount of the payment requested.

SECTION 2. The resolutions and certificates, and the instruments and opinions hereinbefore in this Article provided for, shall be full authority to the Trustee for the payment of any moneys as requested therein, and the Trustee may conclusively rely upon the truth of any statement made in any such resolution, certificate, instrument or opinion, whether such statement be required by any provision of this Article or be voluntarily made; but before making any such payment the Trustee may, in its discretion, cause to be made such independent investigation as it may see fit, and the reasonable expense thereof shall be paid by the Company, or if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate of six per cent. per annum.

SECTION 3. Any such moneys in the hands of the Trustee, and not theretofore paid over or requested to be paid over to reimburse the Company as aforesaid shall, on the election and in accordance with the request of the Company evidenced by a copy of a resolution certified to have been adopted by its Board of Directors, be applied by the Trustee to one or more of the following purposes as specified in such request:

(1) To the purchase of bonds of any one or more series issued and outstanding hereunder at not exceeding their respective redemption prices, if any, in force at the time of purchase, or their principal amount and accrued interest in the case of series for which no redemption price has been fixed; or

(2) To the redemption of bonds of any one or more series issued and outstanding hereunder, in accordance with the provisions of Article IV of this Indenture, or of any indenture supplemental hereto which may prescribe terms of redemption of future series.

Any such moneys in the hands of the Trustee for a period in excess of two years and not theretofore paid over to reimburse the Company as aforesaid, or applied to the purchase or redemption of bonds as aforesaid, shall be forthwith applied by the Trustee to the redemption of bonds of the different series issued hereunder in proportion, as near as may be, to the amount of bonds of the different series outstanding at the time.

All Series "A" Bonds purchased or redeemed pursuant to this section shall be purchased or redeemed through the Bankers.

Upon the retirement of all of the Bonds of Series "A" any of the moneys received by the Trustee as hereinabove in Section 1 of this Article described shall be paid to or upon the order of the Company, as requested in a resolution of the Board of Directors of the Company certified as such by the Secretary or an Assistant Secretary of the Company, unless otherwise provided in an indenture or indentures supplemental hereto.

#### ARTICLE XI.

##### REMEDIES UPON DEFAULT.

SECTION 1. In case so long as any Bonds of Series "A" are outstanding one or more of the following events, herein termed events of default, shall happen, that is to