

MORTGAGE OF REAL ESTATE

37276 FROVINC-JARRARD CO.-GREENWALD

deposited with the Trustee pursuant to Section 3 (d) of Article VI upon the release of any such property or upon the release of any such obligations and any moneys deposited with the Trustee pursuant to Section 6 of Article IV on account of loss of or damage to non-bondable property, which have not theretofore been paid over or requested to be paid over to the Company pursuant to the other provisions of this Article, shall be paid over from time to time by the Trustee to or upon the order of the Treasurer or an Assistant Treasurer of the Company, in an amount equal to the lesser of the cost or the fair value to the Company of other non-bondable physical property purchased, constructed, or otherwise acquired by the Company after December 1, 1936 and during the periods specified pursuant to the provisions of Section 1(b) (1) of this Article; but only upon receipt by the Trustee of the resolutions, certificates, instruments and opinion of counsel of the kind prescribed in, and setting forth the facts with respect to such property specified in, Subdivisions (a), (b) and (c) of Section 1 of this Article, together with the cash prescribed in Section 1 (d) of this Article, except that such certificates, instruments and opinion,

(a) need not state that the property therein described consists of property additions, but in lieu thereof shall state that such property is physical property; and

(b) shall omit the statement required by paragraph (3) of said Section 1(b) and in lieu thereof shall state that no portion of such property has theretofore been included in any certificate filed pursuant to the provisions of this Section except to the extent specified pursuant to the provisions of Section 1(b) (2) of this Article; that no portion of such property has theretofore been retired; that the distribution made by the signers of the cost or the fair value of any of such property is, in the opinion of the signers proper; and that the acquisition of such property was desirable in the conduct of the business of the Company.

The aggregate amount of moneys which may be withdrawn, during any twelve months' period, pursuant to the provisions of this Section and Section 1 of this Article, on the basis of non-bondable physical property and property additions acquired after December 1, 1936 and during any of all of the periods described in subparagraph (bb) of Section 1(b) (1) of this Article shall not exceed \$500,000. Furthermore no more than \$500,000 of any particular deposit may be withdrawn pursuant to the provisions of this Section on the basis of non-bondable physical property acquired after December 1, 1936, and during the period (described in subparagraph (bb) of said Section 1 (b) (1) applicable to such deposit.

SECTION 6. Any moneys in the hands of the Trustee (other than moneys held on account of judgment liens), and not theretofore paid over or requested to be paid over to the Company pursuant to the other provisions of this Article, shall, at the election and in accordance with the request of the Company, evidenced by a certified resolution, be applied by the Trustee from time to time to the purchase of Bonds outstanding hereunder (of such series as may be specified in said resolution) with such limitations as to price as may be specified in the resolution, or at the election of the Company, to the redemption of such Bonds in accordance with the provisions upon which such Bonds, under the terms thereof, are subject to redemption. The Trustee shall make the purchases of the Bonds in such manner as it may deem proper, but at prices not in excess of those specified in the resolution; and, unless all or substantially all of the properties of the Company (other than obligations and cash held by the Trustee) shall have been released from the lien hereof, may purchase from the Company Bonds which have theretofore been issued by the Company and reacquired by it.

Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provisions of this Section:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds purchased or redeemed by the Trustee, together