

for the Bonds, in which event any consideration received by the Company in respect of any such lease or agreement (other than amounts in the nature of reimbursement of expense or loss and other than rent or other consideration payable on a periodic basis while no Event of Default shall have happened and be continuing, unless the Board of Directors voluntarily determines to pledge the same with the Corporate Trustee) shall, subject to the requirements of any mortgage or other instrument constituting a Prior Lien on the property affected, be pledged with the Corporate Trustee; or (b) an assignment (subject as stated in clause (a) above) by the Company pledging with the Corporate Trustee all rights to receive rent or other consideration, whether or not payable on a periodic basis and whether or not an Event of Default shall have happened and be continuing.

SECTION 5.09. All Deposited Cash, other than cash deposited pursuant to the provisions of Section 2.07 hereof, in addition to being disposable to the extent provided in Section 2.09 hereof may be disposed of as provided in this Section 5.09.

If no Event of Default shall have happened and be continuing, all or any part of the Deposited Cash disposable under this Section 5.09 shall, upon receipt of a Request so to do and the Officers' Certificate referred to in the next paragraph, and without necessity for compliance with the provisions of Section 2.11 hereof,

(1) be paid by the Corporate Trustee to the Company to reimburse the Company for 100% of Bondable Expenditures made within 36 months preceding the date of such Request and not theretofore Bonded; or

(2) if so specified in such Request, (a) be paid into any sinking fund for any series of Bonds if the terms of such sinking fund so permit, or (b) be applied by the Corporate Trustee from time to time to the purchase of Bonds, such purchases to be made in such manner and at such prices as are specified in such Request. The Corporate Trustee shall not purchase Bonds of any series at a price or prices (including accrued interest but not including brokerage charges) which exceed the applicable redemption price (other than the applicable sinking fund redemption price) for Bonds of such series prevailing at the time for redemption and accrued interest to the date of purchase or, if the