

trustee to the redemption of any Refundable Bonds (other than Pledged Subsidiary Bonds) in accordance with the terms thereof or be applied by the Trustee to the purchase of any Refundable Bonds (other than Pledged Subsidiary Bonds), such purchases to be made in such manner as the Trustee may deem proper but at prices not in excess of those specified in such Request; provided, however, that the Trustee shall not purchase such Refundable Bonds of any series at a price or prices (including accrued interest but not including brokerage charges) which exceed the applicable regular redemption price for such Refundable Bonds of such series prevailing at the time or, if such Refundable Bonds of such series are not then redeemable, which exceed the principal amount thereof and accrued interest, and further provided that upon the purchase or redemption by the Trustee of any such Refundable Bonds pursuant to this subparagraph, there shall be paid by the Companies to the Trustee accrued interest to the date of purchase or redemption, as the case may be, on all such Refundable Bonds so purchased or redeemed, together with an amount by which the aggregate purchase price or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of such Refundable Bonds purchased or redeemed. Any such Refundable Bonds redeemed or purchased pursuant to this subparagraph (3) shall for the purposes of this Indenture hereof be deemed to have been retired through the operation of a sinking fund.

Whenever the application of Deposited Cash is requested pursuant to § 6.11(1) there shall be delivered to the Trustee an Officers' Certificate containing a description as required by § 3.08 of the Bondable Expenditures to be reimbursed and the other statements required by