

(1) the Company has, or upon delivery of the instruments of conveyance, transfer or assignment, if any, specified in such opinion will have, good title to any property other than easements or rights-of-way, and has duly obtained any easements or rights-of-way, to the extent that the cost of acquisition of which is included in the certificate furnished pursuant to subsection (b) of this § 3.08, subject only to such defects therein as the Company shall have power by appropriate legal proceedings to cure or which in the opinion of such counsel are inconsequential, and to permitted liens and to defects in title to lands on which the Company has easements or rights-of-way for pipe line purposes which in the opinion of such counsel do not impair the right of the Company to continue to use such property for such purposes, and to such liens or encumbrances as are referred to in clause (2) below; and

(2) the Indenture is, or upon the delivery of instruments of conveyance, transfer or assignment, if any, specified in such opinion will be, a lien on all such property and easements or rights-of-way the cost of acquisition of which is included in the certificate furnished pursuant to subsection (b) of this § 3.08, free and clear of any mortgage or other lien prior to the lien of the Indenture, except specified prior liens (not in excess of \$50,000) and permitted liens, and free and clear of any easements or similar encumbrances except such as, in the opinion of such counsel, do not impair the use by the Company of such property, easements or rights-of-way for the purposes for which they were acquired.

(d) An amount of cash sufficient to cause all judgment liens specified in said opinion of counsel to be deemed permitted liens in accordance with the provisions of § 1.05 (a).

(e) Such instruments of conveyance, transfer or assignment, if any, as may be specified pursuant to clause (2) of subsection (c) of this § 3.08.

The Company covenants that not later than promptly after the withdrawal of the last cash in the Construction Fund, and in any event not later than December 31, 1953, it will deliver to the Trustee a certificate of the character required by subsection (b) of this § 3.08, and an opinion of counsel of the character required by subsection (c) of this

§ 3.08, together with any cash or documents of the character referred to in subsections (d) and (e) of this § 3.08 with reference to an amount of Construction Costs equal to

- (A) the amount specified in item (7) of subdivision (iv) of subsection (a) of § 3.02, plus
- (B) \$350,000.

Any cash remaining in the Construction Fund, at any time, may, at the option of the Company, be applied in accordance with the provisions of subdivision (II) of § 7.02.

ARTICLE 4.

REDEMPTION AND PURCHASE OF BONDS.

§ 4.01. Bonds of the 1976 Series shall be redeemable as provided in § 2.15, and pursuant to the further provisions set forth in this Article 4. Any series of Bonds other than Bonds of the 1976 Series may be made subject to redemption prior to maturity at the option of the Company as a whole at any time or in part from time to time or on any specified date or dates, at such time or times, upon payment of their principal amount and accrued interest plus such premium or premiums, if any, as may be determined by the Board of Directors of the Company at the time such series is established. In case a Bond of any series is of a denomination larger than One Thousand Dollars (\$1,000), a portion of such Bond (One Thousand Dollars (\$1,000) or an integral multiple thereof) may be redeemed and if less than the whole Bond be redeemed, the Company shall execute and the Trustee shall authenticate and shall deliver to the bearer, or to or on the order of the registered owner of, such Bond, without charge, a new Bond or Bonds of the same series equal in aggregate principal amount to the unredeemed portion thereof, each new Bond to be in such authorized form and denomination (not less than One Thousand Dollars (\$1,000)) as such bearer or registered owner may elect, or, at the option of the registered owner of a registered Bond, the Trustee shall, upon presentation thereof for the purpose, make or cause to be made a notation