

be required to file with such Commission pursuant to Section 13 of Section 15 (d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of such sections, then to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a National securities exchange as may be prescribed from time to time in such rules and regulations;

(2) to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Section 121 hereof, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but no such certificate or opinion shall be required as to (A) dated or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports, or (B) the amount and value of property additions, except as provided in Section 28 hereof, or (C) the adequacy of depreciation, maintenance, or repairs;

(3) to transmit to the holders of bonds in the manner and to the extent provided in subdivision (c) of Section 100 hereof, with respect to reports pursuant to subdivision (a) of Section 100 hereof, such summaries of any information, documents and reports required to be filed by the Company pursuant to subdivisions (1) and (2) of this Section as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

SECTION 45. That books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions, of, or in relation to, the plants, properties, business and affairs of the Company; and that all books, records, documents and vouchers relating to the plants, properties, business and affairs of the Company shall at all reasonable times be open to the inspection of such reputable accountant or other agent of recognized standing as the Corporate Trustee may from time to time designate, and that the Company will bear all expenses of any such inspection. The Corporate Trustee, subject to the provisions of Section 88 hereof, shall be under no obligation to cause any such inspection to be made unless requested in writing so to do by the holders of a majority in principal amount of the bonds then Outstanding hereunder and furnished with funds sufficient to pay all costs and expenses incurred or to be incurred by it in or in connection with such inspection.

That it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of all indentures supplemental hereto and of the bonds issued hereunder.

SECTION 46. That it will promptly advise the Corporate Trustee in writing of any failure to pay interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any Outstanding Prior Lien Bonds continued beyond the period of grace, if any, specified in the Prior Lien securing the same; and that annually after the execution and delivery of this Indenture it will furnish to the Corporate Trustee a Treasurer's Certificate stating whether any part of the Mortgaged and Pledged Property is then subject to Prior Lien and, if so, further stating that no Default, as defined in Section 65 hereof, has occurred and is continuing in respect of Prior Lien Bonds. Subject to the provisions of Sections 88 and 89 hereof, the Trustees shall not be required to make any investigation in regard to the payment of interest upon or principal of Prior Lien Bonds, but shall be entitled to assume until notified to the contrary that no such default has occurred and is continuing.

That upon the cancellation and discharge of any Prior Lien, secured Prior Lien Bonds it will (unless the Prior Lien Bonds, cash, proceeds and other property mentioned in subdivisions (a) and (b) below are thereupon otherwise disposed of as required by another Prior Lien) cause.

(a) any Prior Lien Bonds deposited with and then held by the trustee or other holder of such Prior Lien canceled and discharged, to be canceled and notification thereof to be given to the Corporate Trustee, or, at the option of the Company, to be delivered to and deposited with the Corporate Trustee hereunder; and

(b) all cash which (after effect to the provisions of Section 61 hereof) is then deemed to be Funded Cash and all obligations secured by purchase money mortgage and all proceeds of insurance on, or of the release of, or the taking by eminent domain of, or the purchase by a governmental authority or its designee of, Funded Property, deposited with and then held by the trustee or other of such Prior Lien canceled and discharged (including as to all of the foregoing all proceeds of or substitutes for any thereof then held as aforesaid), to be paid and/or delivered