

upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property.

SECTION 5.06. The Corporation will at all times endeavor to carry on and conduct its business in an efficient manner and will cause its property (except such property as in the judgment of the Board of Directors may be no longer necessary or advantageous for use in the conduct of the business of the Corporation) to be maintained and preserved and kept in good repair and working order and supplied with all necessary repairs, renewals, replacements and improvements, except to the extent that the Corporation may be prevented from so doing by circumstances beyond its control.

SECTION 5.07. The Corporation will insure and keep insured and will cause its subsidiaries to insure and keep insured, in a reasonable amount with financially sound and reputable insurance companies so long as the Bonds or the Notes shall be outstanding, all property and equipment of a character usually insured by companies of relatively the same size engaged in the same or a similar business against liabilities or damages of the kind customarily insured against by such companies.

SECTION 5.08. (a) The Corporation will cause each paying agent other than the Trustee or the United States of America to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 5.08:

(1) that it will hold all sums held by it as such agent for the payment of the principal of (and premium, if any) or interest on the Bonds (whether such sums have been paid to it by the Corporation or by any other obligor on the Bonds) in trust for the benefit of the holders of the Bonds, and

(2) that it will give the Trustee notice of any failure by the Corporation (or by any other obligor on the Bonds) to make any payment of the principal of (and premium, if any) or interest on the Bonds when the same shall be due and payable.

(b) If the Corporation shall act as its own paying agent, it will, on or before each due date of the principal of (and premium, if any) or interest on the Bonds, set aside, segregate and hold in trust for the benefit of the holders of the Bonds, a sum sufficient to pay such principal (and premium, if any) or interest so becoming due and will notify the Trustee of such action, or any failure to take such action.

(c) Anything in this Section 5.08 to the contrary notwithstanding (i) the agreement to hold sums in trust as provided in this Section 5.08 is subject to the provisions of Section 14.04, and (ii) in case of a discharge and satisfaction of this Indenture the Corporation or any such paying agent shall deliver to the Trustee any moneys so held in trust as aforesaid.