

Section 4.21. The Company will furnish to the Trustee within 120 days after the end of each calendar year beginning with 1957 a balance sheet of the Company, and, if the Company has subsidiaries, a consolidated balance sheet of the Company and its subsidiaries consolidated, as of the end of such year, and related statements of profit and loss and surplus for such year, all in reasonable detail and certified by an independent public accountant; and a letter or opinion of such independent public accountant stating whether any thing in such accountant's examination of such accounts for such calendar year has indicated action or non-action by the Company in violation of the covenants contained in this Article 4 or Article 5 hereof, but this clause shall not require such accountant to extend the scope of any such examination beyond the requirements of generally accepted accounting practices.

Section 4.22. On or before March 1, 1958, and on or before March 1 in each calendar year thereafter, on or before such other day in each calendar year as the Company and the Trustee may from time to time agree upon, it will deliver to the Trustee a certificate of the Company stating that to the best of the knowledge of the signers thereof the Company has kept, observed, performed and fulfilled each and every covenant in this Indenture and the bonds contained and has not been and is not at the time in default, or if the Company shall have been or shall be in default, specifying all such defaults and the nature and status thereof.

Section 4.23. If at any time the Company shall acquire any manufactured gas distribution system (whether oil gas, coke gas, water gas, liquefied petroleum, propane or any other manufactured or artificial gas) as an entirety or substantially as an entirety, the Company will deliver to the Trustee within 30 days after such acquisition a certificate of the Company stating the fact and date of such acquisition and the general location of such system. The Company shall convert such manufactured gas system to natural gas within a period of two years after the date of such acquisition and, within 30 days after the expiration of such two-year period, the Company shall deliver to the Trustee a certificate of the Company as to the fact and date of such conversion.

C. The Company further covenants and agrees that all prior lien bonds, proceeds of property, considerations for property taken by the exercise of the power of eminent domain or purchased by a municipality in the exercise of any right, considerations for property released, proceeds of insurance, and moneys, in lieu of receiving which, in each case, the Trustee shall have received a certificate that the same have been deposited with the trustee or other holder of a prior lien in pursuance of any provision of this Indenture, and which in each case are held by the trustee or other holder of a prior lien at the time of the satisfaction of such prior lien, shall thereupon be paid or delivered to the Trustee (to be held subject to the provisions of this Indenture as though originally received by the Trustee) or to the trustee or other holder of a prior lien if required by the terms of such prior lien; and that the Company will not obtain any withdrawal of any such prior lien bonds or any such cash or any such proceeds or considerations from any such trustee or holder on the basis of any prior lien bonds deposited with the Trustee pursuant to any provisions of this Indenture and therefore funded, except for the purpose of depositing such prior lien bonds, cash, or proceeds or considerations so withdrawn with the Trustee hereunder; and that the Company will not apply for or obtain the authentication and delivery of any bonds under the provisions of Section 3.11 or the withdrawal of cash or the release of property or take a credit under any provisions of this Indenture on the basis of any prior lien bonds used to withdraw any such cash, prior lien bonds, or proceeds or considerations from any such trustee or holder which are not deposited with the Trustee hereunder.

D. The Company further covenants and agrees that it will not apply for or obtain the release of any cash received or held by a trustee or other holder of any prior lien except upon compliance with terms and conditions similar to the terms and conditions of Section 3.09, unless such cash shall thereupon be deposited with the Trustee to be held and applied by it, as though such cash had originally been deposited with the Trustee.