tenance, or otherwise as shall be necessary to maintain, preserve and keep the mortgaged property at all times in good repair, physical condition, working order and condition and in a state of good operating efficiency, except that the Company may abandon any property as provided in § 9.02. The Company covenants that it will promptly retire on its books of account all property included in plant account (except real estate held for the purpose of sale or resale) that has, in the opinion of the Company, permanently ceased to be used or useful in its business. The Company will, subject to the provisions of Article 14, at all times maintain its corporate existence and right to carry on business and duly procure all renewals and extensions thereof, and, subject to the provisions of this Indenture, will diligently maintain, preserve and renew, all the rights, powers, privileges and franchises owned by it.

§ 6.08. If the Company shall fail to perform any of the covenants contained in § 6.05, § 6.06 and § 6.07, the Trustee, or any receiver appointed hereunder, may (but shall be under no duty to) make advances to perform the same in its behalf; and the Company hereby agrees to repay all sums so advanced in its behalf, on demand, with interest at 6% per annum after demand, and all sums so advanced, with interest as aforesaid, shall be secured hereby having the benefit of the lien hereby created, in priority to the indebtedness evidenced by the Bonds and coupons; but no such advances shall be deemed to relieve the Company from any default hereunder.

§ 6.09. At any and all times, upon the written request of the Trustee, the Company will permit the Trustee, by its agents and attorneys, to examine all the books of account, records, reports and other papers of the Company and to take copies and extracts therefrom.

§ 6.10. The Company will file with the Trustee:

(a) Within 120 days after the end of each fiscal year, a profit and loss statement and surplus statement of the Company for such year and a balance sheet of the Company as of the end of such year, setting forth in each case in comparative form corresponding figures from the preceding annual audit, all in reasonable detail and certified by independent public accountants of recognized standing, together with (i) the written statement of such accountants that, in making the examination necessary for their report on said financial statements, they have obtained no knowledge of any default by the Company in the fulfillment of any of the terms, covenants, provisions or conditions of the Indenture, or, if such accountants shall have obtained knowledge of any such default, they shall disclose in such statement the default or defaults and the nature thereof, and (ii) an officers' certificate stating that there exists, to the knowledge of the signers of the certificate, no default by the Company in the fulfillment of any of the terms, covenants, provisions or conditions of the Indenture, or if such signers have knowledge of any such default, such certificate shall set forth the default or defaults and the nature thereof;

(b) Within 45 days after the end of each quarterly period, other than the last quarterly period of each fiscal year, a profit and loss statement and surplus statement of the Company, for the period from the beginning of the current fiscal year to the end of such quarterly period, and a balance sheet of the Company as of the end of such quarterly period, setting forth in each case in comparative form figures for the corresponding period in the preceding fiscal year, all in reasonable detail and certified by the Treasurer or an Assistant Treasurer of the Company, subject to changes resulting from audits and year-end adjustments, together with an officers' certificate stating that there exists, to the knowledge of the signers of the certificate, no default by the Company in the fulfillment of any of the terms, covenants, provisions or conditions of the Indenture, or if such signers shall have knowledge of any such default, such certificate shall set forth the default or defaults and the nature thereof; and

(c) Copies of all such financial statements, reports and returns as the Company shall send to its stockholders and of all regular and periodic reports which the Company is or may be required to file with the Securities and Exchange Commission or the Interstate Commerce Commission or any governmental department, bureau, commission or agency succeeding to the functions of either such Commission.

All financial statements specified in subsections (a) and (b) above shall also be furnished in consolidated form for the Company and all subsidiaries which the Company may at the time have.