

dent 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 (ii) the amount and value of property additions (other than certificates or opinions of engineers as to the fair value to the Company of any property additions made the basis for the authentication and delivery of bonds, the withdrawal of cash from the Trust, the reduction of cash required to be deposited with the Trust, or the release of any portion of the trust estate, which are required to be filed with the Trustee by any of the provisions of this Indenture), or (iii) the adequacy of depreciation, maintenance or repairs.

(d) The Company will transmit to the bondholders, in the manner and to the extent provided in subdivision (c) of Section 12.10 hereof with respect to reports pursuant to subdivision (a) of said Section 12.10, such summaries of any information, documents and reports required to be filed with the Trustee pursuant to the provisions of subdivisions (b) and (c) of this Section 5.17 as may be required by the rules and regulations of the Securities and Exchange Commission under the provisions of the Trust Indenture Act of 1933.

(e) The Company will furnish or cause to be furnished to the Trustee between (i) April 15 and May 1 and (ii) October 15 and November 1, in each year beginning with the year 1947, and at such other times as the Trustee may request in writing, all information in the possession or control of the Company, or of any of its paying agents, as to the names and addresses of the bondholders obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than twenty days prior to the date on which such information shall be furnished to the Trustee, and need not include information received after such date.

SECTION 5.18. Upon default of the Company so to do, the Trustee may in its discretion, and if requested in writing by a majority of the bondholders and provided with the

hold in trust for the benefit of the holders of such bonds or of the coupons for such interest, as the case may be, or for the benefit of the Trustee, a sum sufficient to pay such principal and premium, if any, or interest so becoming due, and will notify the Trustee of any failure to take such action.

Anything in this Section 5.19 to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by it or any paying agent as required by this Section 5.19, such sums to be held by the Trustee upon the trusts herein contained.

Anything in this Section 5.19 to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section 5.19 is subject to the provisions of Sections 8.02 and 16.04 hereof.

ARTICLE VI.

CONCERNING PLACED SECURITIES.

SECTION 6.01. All prior lien bonds received unaccompanied by the Trustee and all other securities received by the Trustee, pursuant to any of the provisions of this Indenture or of any indenture supplemental hereto, shall be held by the Trustee subject to the provisions of this Indenture and of any such supplemental indenture for the further security of the bonds issued hereunder.

All prior lien bonds in coupon form received unaccompanied by the Trustee shall have all unmatured coupons attached when so received, unless accompanied by evidence satisfactory to the Trustee that the discharge of any mortgage or other lien securing the same may be obtained without the production of any coupon or coupons that may be missing.

All prior lien bonds or other securities received unaccompanied by the Trustee shall be in bearer form or, if in registered

amount of cash necessary therefor shall, make any payment which the Company by any of the provisions of this Indenture agrees to make, and the Company covenants and agrees that it will forthwith repay to the Trustee all moneys which the Trustee shall so pay, and will pay interest thereon from the date of such payment by the Trustee until the repayment thereof at the rate of five per cent (5%) per annum, and if any moneys so paid by the Trustee shall have been furnished to the Trustee by any of the bondholders, the Trustee shall, out of any amount repaid to it by the Company or recovered out of the trust estate on account of such advance or payment, make ratable payment to the bondholders who shall have provided such moneys, or upon their order. No such payment shall be deemed to relieve the Company from any default hereunder.

SECTION 5.19. The Company covenants and agrees that it will cause any paying agent, other than the Trustee, which it may appoint, 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 5.19:

(a) that it will hold all sums held by it as such agent for the payment of principal of and premium, if any, or interest on any of the bonds in trust for the benefit of the holders of such bonds or of the coupons for such interest, as the case may be, or for the benefit of the Trustee; and

(b) that it will give the Trustee notice of any failure of the Company or any other obligor upon 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.

The Company covenants and agrees that, if it should at any time 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, any of the bonds, set aside and segregate and

form, shall be accompanied by appropriate instruments of transfer. The Trustee may from time to time cause prior lien bonds or any other securities received by it to be registered in its name or in the name of its nominee.

SECTION 6.02. So long as the Company is not in default hereunder to the knowledge of the Trustee and there shall not have occurred and be continuing any event of default, no payment by way of principal, interest or otherwise on any prior lien bonds held by the Trustee shall be made or demanded, and all coupons thereto appertaining, as they mature, shall be cancelled by the Trustee and delivered so cancelled to the Company, unless the Company shall direct with respect to any of such prior lien bonds to have such payments made and demanded, in which event the Company shall, subject to the provisions hereinafter in this Section 6.02 contained, be entitled to receive all such payments. In any event, so long as the Company is not in default hereunder to the knowledge of the Trustee and there shall not have occurred and be continuing any event of default, all moneys received by the Trustee (i) on account of the principal of or interest or premium on prior lien bonds, or (ii) by reason of the sale or delivery of any of said bonds to the sinking fund or other similar device for the retirement of bonds provided for in any lien securing the same (as to both (i) and (ii) above, to the extent that an officers' certificate delivered to the Trustee shall state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of property additions, including the proceeds of and substitutes for any thereof), shall be paid over by the Trustee to or upon the written order of the Company; provided that if and to the extent that such officers' certificate shall not so state the same shall be retained by the Trustee and shall be held and applied by it as part of the trust estate.