

conforming with the requirements of §18.06, 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 (i) dates 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, (ii) the amount and value of property additions (other than certificates or opinions of engineers or appraisers 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 Trustee, or the release of any portion of the trust estate, which are required to be filed with the Trustee by the provisions of *Articles 4, 8 or 9*), or (iii) the adequacy of depreciation, maintenance or repairs.

(d) In the event that this Indenture shall have been qualified under the Act, the Company will transmit to the Bondholders, in the manner and to the extent provided in §14.10(c), 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 §5.08 as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

(e) The Company will furnish or cause to be furnished to the Trustee all information in the possession or control of the Company, or of any paying agent for the Bonds, as to the names and addresses of the Bondholders, between (i) June 15 and June 30, and (ii) December 15 and December 31, in each year beginning with the year 1956 as of a date not more than 15 days prior to the date on which such information shall be furnished to the Trustee, and at such other times as the Trustee may request in writing.

§5.09. If the Company shall fail to perform any of the covenants contained in §5.05, §5.06 and §5.07, the Trustee, or any receiver appointed hereunder, may 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 such