

COVENANT TO KEEP RECORDS OF SALES OF BONDS.

SECTION 9.

That it will keep full and complete records and accounts showing the sale of each series of bonds issued hereunder, and the price or prices received therefor, and the several purposes for which the proceeds thereof were expended. Such records and accounts shall be open at all times to the inspection of the Corporate Trustee.

COVENANT NOT TO ISSUE BONDS EXCEPT IN ACCORDANCE WITH MORTGAGE.

SECTION 10.

That it will not issue, negotiate, sell or dispose of any bonds issued hereunder in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply the same or the proceeds thereof, or will cause the same to be applied, to and for the purposes herein prescribed and to and for no other or different purposes.

COVENANT TO PAY RECORDING FEES.

SECTION 11.

That it will pay any mortgage recording tax legally due upon the recording hereof and will further record every indenture supplemental hereto, which may be recorded as a mortgage of real or personal property and will comply with the requirements of any and every mortgage recording tax law or similar law affecting the due recording of this indenture or any indenture supplemental hereto, and will do whatever else may be necessary in order to perfect and continue the lien of this indenture upon the mortgaged premises.

SECTION 12.

That so long as any of the bonds aforesaid are outstanding and unpaid it will have its accounts audited by an accountant, satisfactory to the Corporate Trustee, at the close of each calendar year and will promptly furnish to the Corporate Trustee hereunder a copy of such audit and report after the close of such year and will also furnish to the Corporate Trustee from time to time such other statements or audits showing its financial conditions as may be requested by the Corporate Trustee.

ARTICLE FIFTH.

CONSOLIDATIONS AND MERGERS.

CONSOLIDATION, ETC., NOT PROHIBITED.
--PROVIDED SUCCESSOR ASSUMES PAYMENT OF BONDS.

SECTION 1.

Nothing contained in this indenture shall prevent any consolidation or merger of the Corporation with or into any other corporation or corporations, or any conveyance, or transfer, or lease, subject to the continuing lien of this indenture, of all, or any part, of the mortgaged property, rights, privileges and franchises to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien and security of this indenture, or any of the rights or powers of the Trustees, or either of them, or of the holders of the indebtedness hereby secured; and provided, further, that any such lease shall be made expressly subject to immediate termination by the Corporation or by the Corporate Trustee at any time during the continuation of a default hereunder, and also by the purchaser of the property so leased at any sale thereof, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided, further, that upon any such consolidation, merger, conveyance or transfer the due and punctual payment of the principal and interest of all of said bonds according to their tenor, and the due and punctual performance and