

(4) to furnish to the Corporate Trustee (a) with or as a part of each annual report and each other document or report filed with the Corporate Trustee pursuant to subdivision (1) or subdivision (2) of this Section, an Officers' Certificate stating that in the opinion of the signers such annual report or other document or report complies with the requirements of such subdivision (1) or subdivision (2), and (b), after the Company shall have transmitted to the holders of bonds any summary of information, documents or reports pursuant to subdivision (3) of this Section, an Officers' Certificate stating that in the opinion of the signers such summary complies with the requirements of such subdivision (3).

The Company covenants that it will file with the Corporate Trustee, on or before October 1 of each year beginning with the year 1948, an Officers' Certificate stating that, except as may be set forth to the contrary in such certificate, the Company has complied with all of the provisions of this Indenture and as of the date of the certificate is not in default with respect to any of its covenants contained in this Indenture.

Each certificate furnished to the Corporate Trustee pursuant to the provisions of this Section shall conform to the requirements of Section 121 hereof.

Section 45. The Company covenants that books of record and account will be kept in which full, true and correct entries will be made of all dealings or transaction of, or in relation to, the plants, properties, business and affairs of the Company.

The Company covenants that it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of all indentures supplemental hereto and of the bonds issued hereunder.

Section 46. The Company covenants that it will promptly advise the Corporate Trustee in writing of any failure to pay interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any Outstanding Qualified Lien Bonds continued beyond the period of grace, if any, specified in the Qualified Lien securing the same.

The Company covenants that upon the cancellation and discharge of any Qualified Lien securing Qualified Lien Bonds it will (unless the Qualified Lien Bonds, cash, proceeds and other property mentioned in subdivisions (a) and (b) below are thereupon otherwise disposed of as required by another Qualified Lien) cause

(a) any Qualified Lien Bonds deposited with and then held by the trustee or other holder of such Qualified Lien canceled and discharged, to be canceled and notification thereof to be given to the Corporate Trustee, or, at the option of the Company, to be delivered to and deposited with the Corporate Trustee hereunder; and

(b) all cash which (after giving effect to the provisions of Section 61 hereof) is then deemed to be Funded Cash and all obligations secured by purchase money mortgages and all proceeds of insurance on, or of the release of, or the taking by eminent domain of, or the purchase by a governmental authority or its designee of, Funded Property, deposited with and then held by the trustee or other holder of such Qualified Lien canceled and discharged (including as to all of the foregoing all proceeds of or substitutes for any thereof then held as aforesaid), to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property;

any such Qualified Lien Bonds constituting a part thereof to be held and disposed of under the provisions of Article IX hereof; any such cash and/or obligations secured by purchase