

SECTION 5.09. The Corporation will at all times keep proper books of record and account and therein will make full, true and proper entries of all dealings and transactions in relation to the property, business and affairs of the Corporation; and said books shall at all reasonable times be open to inspection by the Trustee and its duly authorized agents.

SECTION 5.10. The Corporation, whenever necessary to avoid or fill a vacancy in the office of trustee, will appoint a trustee in the manner and in conformity with the requirements specified in Article Eight hereof, so that there shall at all times be a trustee hereunder.

SECTION 5.11. All dealings of whatever character by the Corporation (and its Subsidiaries) with persons interested in the Corporation, including officers, directors, shareholders and members of their families, or by other companies, partnerships or other business organizations in which the Corporation's officers, directors, shareholders or members of their families are interested, shall be on terms not less favorable to the Corporation than would be obtained if no such interest existed.

SECTION 5.12. On or before April 30, 1975, and on or before each April 30 in each year thereafter, or on or before such other day in each year as the Corporation and the Trustee may from time to time agree upon, the Corporation will deliver to the Trustee an officers' certificate stating whether or not, to the best of the knowledge of the signers, the Corporation is in default in the payment of principal or interest on the Notes or in the performance of any covenant, agreement or condition contained in the Loan Contract, and, if so, specifying each such default of which the signers have knowledge.

On or before April 30, 1975, and on or before April 30 in each calendar year thereafter, or on or before such other day in each calendar year as the Corporation and the Trustee may from time to time agree upon, the Corporation will deliver to the Trustee, (1) an officers' certificate stating whether or not, to the best of the knowledge of the signers, the Corporation is in default in the payment of principal or interest on the Notes or in the performance of any covenant, agreement or condition contained in this Indenture or in the Loan Contract, and, if so, specifying each such default of which the signers have knowledge, and (2) a certificate of the firm of public accountants which prepared the financial statements for the Corporation for the immediately preceding fiscal year to the effect that such firm, in making the examination in connection with its report on such financial statements, has obtained no knowledge of any default by the Corporation during such fiscal year in the observance, performance, or fulfillment of any of the terms, provisions, or conditions contained in the Indenture or in the Loan Contract.

SECTION 5.13. The Corporation will not declare or pay any dividend on its stock (other than dividends payable solely in its common stock) or make any other distribution to shareholders by purchase of shares