43

- (3) the amount, interest rate, and maturity date of all other indebtedness owing by the Corporation, or by any other obligor on the Bonds or Notes, to the Trustee in its individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except any indebtedness based upon a creditor relationship arising in any matter described in paragraphs (2), (3), (4), or (6) of subsection (b) of Section 8.13;
- (4) the property and funds, if any, physically in the possession of the Trustee as such on the date of such report;
- (5) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which the Trustee has not previously reported;
- (6) any additional issue of Bonds which the Trustee has not previously reported; and
- (7) any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the Bonds or Notes, except action in respect of a default, notice of which has been or is to be withheld by it in accordance with the provisions of Section 7.07.
- (b) The Trustee shall transmit to the Bondholders and Noteholders, as hereinafter provided, a brief report with respect to:
  - (1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by paragraph (1) of subsection (b) of Section 13.03, is less than ten percent (10%) of the principal amount of Bonds and Notes outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety (90) days after such time; and
  - (2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee as such since the date of the last report transmitted pursuant to the provisions of subsection (a) of this Section 6.04 (or if no such report has yet been so transmitted, since the date of execution of this Indenture), for the reimbursement of which it claims or may claim a lien or charge prior to that of the Bonds and Notes on property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this subsection if such advances remaining unpaid at any time aggregate more than ten percent (10%) of the principal amount of Bonds and Notes outstanding at such time, such report to be transmitted within ninety (90) days after such time.