

tee an Officers' Certificate setting forth (except to the extent specifically set forth in such financial statements) the amount of interest accrued on Funded and Current Debt of the Company and Subsidiaries (if any) during the fiscal period covered by such financial statements, the aggregate amount of rental payments made during such fiscal period by the Company and Subsidiaries (if any) which were of the kinds subject to the restrictions of Division F of Section 5.10 and the aggregate amount of all rental payments made during such period by the Company and Subsidiaries (if any), the dates of the beginning and end of the most recent period of at least 60 consecutive days during which the Company shall have been free from all Current Debt permitted by the provisions of clause (vii) of Division B of Section 5.10, the amount of depreciation on physical property charged on the books of the Company and Subsidiaries (if any) during such fiscal period, and the respective amounts as at the end of such fiscal period of Consolidated Net Earnings Available For Restricted Payments under Section 5.09, Consolidated Working Capital, Consolidated Net Tangible Assets and Consolidated Funded Debt (all computed in accordance with the provisions hereof and showing the method of computation), and stating that there exists no Event of Default or Default, or, if any such Event of Default or Default exists, specifying the nature thereof, the period of existence thereof and what action the Company proposes to take with respect thereto. Together with each delivery of financial statements required by subdivision (b) above, the Company also will deliver to the Trustee a statement of such independent public accountants that in making the audit in connection with such financial statements they have obtained no knowledge of the existence of any Event of Default or Default, or if, in the opinion of such independent public accountants, any such Event of Default or Default exists, such statement shall specify the nature and status thereof. Such accountants, however, shall not be liable to anyone by reason of any failure to obtain knowledge of any such Event of Default or Default. The Company also covenants that forthwith upon the President, any Vice President or the Treasurer of the Company obtaining knowledge of an Event of Default or Default under this Indenture or any other obligation of the Company or of a default by any party to any of the Pledged Contracts, it will deliver to you an Officers' Certificate specifying the nature thereof, the period of existence thereof, and what action the Company proposes to take with respect thereto.