

§ 5.18. That the Company will complete the Minimum Construction Program on or before September 1, 1953.

§ 5.19. That the Company will deliver to the Trustee annually, within 120 days after the close of each fiscal year, a certificate of the Company stating (A) that a review of the activities of the Company during such year has been made under their supervision with a view to determining whether the Company has kept, observed, performed, and fulfilled all its obligations under this Indenture and the Bonds, and (B) that to the best of their knowledge the Company during such year has kept, observed, performed, and fulfilled each and every covenant and condition in this Indenture and the Bonds contained and has not been and is not at the time in default, or, if the Company shall have been or shall be in default, specify all such defaults and the nature and status thereof.

ARTICLE 6.

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

§ 6.01. Unless a default exists

(A) The Company shall be suffered and permitted to possess, manage, develop, operate, use and enjoy the mortgaged property (except such cash as is expressly required to be deposited with the Trustee and except, to the extent not herein otherwise provided, such securities as are deposited or expressly required to be deposited with the Trustee), and to receive, use and dispose of the tolls, rents, revenues, issues, earnings, income and profits thereof, including interest on and other income from securities and purchase money mortgages held by the Trustee, with power in the ordinary course of business freely and without let or hindrance on the part of the Trustee or of the bondholders, to use, consume, deal in, sell or otherwise dispose of materials and supplies and the products of the business of the Company.

(B) The Company may at any time and from time to time, without any release or consent by the Trustee:

that the proceeds of the issuance and sale of capital stock of the Company, or the issuance and sale of obligations of the Company payable at the option of the Company by the issuance of capital stock of the Company, may be applied to the purchase, redemption or payment in cash of the principal amount of such Interim Notes, in which event the Company may use any other funds of the Company to pay the interest and premium, if any, thereon; and in case of the issuance and sale of any obligations payable at the option of the Company by the issuance of capital stock of the Company, the provisions of this paragraph shall also apply to such obligations.

§ 5.15. That, whenever necessary to avoid or fill a vacancy in the office of the Trustee, the Company will, in the manner provided in § 15.18, appoint a Trustee so that there shall at all times be a Trustee hereunder.

§ 5.16. That the Company will keep proper books of record and account in which full, true and correct entries shall be made of all dealings or transactions of or in relation to the plants, properties, business and affairs of the Company. The Company will file with the Trustee within one hundred twenty (120) days after the end of each fiscal year of the Company a copy of the annual audit of the Company for such fiscal year, certified by independent accountants of recognized standing selected by the Company. The Company will at any and all times, upon the written request of the Trustee and at the expense of the Company, (a) permit the Trustee by its agents, engineers, accountants and attorneys to examine and inspect the plants and properties, books of account and records of the Company, and will afford and provide a reasonable opportunity to make any such examination and inspection, and (b) furnish to the Trustee any and all such other information as the Trustee may reasonably request.

§ 5.17. That the Company will not, without the consent of the holders of not less than 66 $\frac{2}{3}$ % of the Bonds outstanding, create or acquire any subsidiary.