

(b) The Company will (i) within 120 days after the end of each fiscal year deliver to the Trustees a certificate from its chief financial officer that, as at the end of such year, the Company is solvent and that its assets are not less than its liabilities as determined in accordance with generally accepted accounting principals, and (ii) a certificate by the President or any Vice President of the Company that no default of Lessee or Lessor as occurred under any Lease or that such default has occurred and what action is being taken or has been taken with respect thereto.

Section 3.12. Negative Covenants. The Company will not, without the prior written consent of registered owners of all of the Notes then outstanding (i) issue or permit to be issued any Notes secured by the Property other than in accordance with the provisions of this Indenture, (ii) sell, lease, transfer, convey, assign or otherwise dispose of the Trust Estate or any part thereof, except as provided in Article 4 or in the Lease, other than to any other wholly owned subsidiary of Guarantor, (iii) claim any credit on, or make any deduction from interest or premium, if any, or on principal of the Notes by reason of payment of any taxes levied or assessed or to be levied or assessed on the Trust Estate or any part thereof, (iv) reacquire any property or any interest therein which shall have been sold, transferred, conveyed or otherwise disposed of by the Company as permitted by Article 4, or (v) create or suffer to be created, directly or indirectly, any mortgage, lien, encumbrance,

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