

with respect thereto and (iii) that, to the knowledge of Lessee, there are no proceedings pending or threatened against Lessee before or by any court or administrative agency which, if adversely decided, would materially and adversely affect the financial condition or operations of Lessee, or, if any such proceedings are pending or threatened to the knowledge of Lessee, specifying and describing the same. Any such certificate furnished pursuant to this Section may be relied upon by Lessor, the Trustees and by any prospective purchaser of the Leased Properties or any of them.

(b) Lessee will furnish the following statements to Lessor:

(i) within one hundred twenty days after the end of each of Lessee's fiscal years, the annual audit report of Lessee, including a balance sheet and an income and retained earnings statement for the fiscal year covered thereby, setting forth in comparative form, the figures for the previous fiscal year, all in reasonable detail and duly certified by independent certified public accountants satisfactory to Lessor;

(ii) within one hundred twenty days after the end of each of Lessee's fiscal years, and together with the annual audit report furnished in accordance with clause (i), an Officer's Certificate stating that to the best of the signer's knowledge and belief after making due inquiry, Lessee is not in default in the performance or observance of any of the terms of this Lease, or if Lessee shall be in default to his knowledge, specifying all such defaults, the nature thereof, and the steps being taken to remedy the same;

(iii) with reasonable promptness, copies of all such financial statements and reports as Lessee shall send to its stockholders or file with the Securities and Exchange Commission or any governmental agency substituted therefor; and

(iv) with reasonable promptness, such other information respecting the financial condition and affairs of Lessee as Lessor may request from time to time.