

of all dealings or transactions of or in relation to the Notes and the Assigned Lease and the properties, business and affairs of the Company in accordance with sound accounting practice. The Company will at any and all times, upon the written request of the Trustee and at the expense of the Company, permit the Trustee by its representatives to inspect the properties constituting the Trust Estate, the books of account, records, reports and other papers of the Company, and will afford and procure a reasonable opportunity to make any such inspection, and the Company will furnish the Trustee any and all such other information as the Trustee may reasonably request with respect to the performance of the covenants in this Mortgage.

Not later than 120 days after the expiration of each fiscal year (commencing with the current fiscal year), the Company will deliver to the Trustee statements of income and surplus of the Company for such fiscal year and a balance sheet of the Company as of the last day of such fiscal year. Such statements and balance sheet shall set forth in reasonable detail the income and expenses and the financial position of the Company, and shall be accompanied by the certificate or opinion of an independent public accountant or firm of independent public accountants of recognized national standing selected by the Company, who may be the public accountants regularly employed by the Company to audit and examine its books. The Company will also procure from such accountants and file within said period of 120 days with the Trustee the written statement of such accountants that they are independent and that in making the examination necessary to said certification or opinion they have obtained no knowledge of any default by the Company in the fulfillment of any of the terms, covenants, provisions or conditions of this Mortgage, or, if such accountants shall have obtained knowledge of any such default, they shall disclose in such statement the default or defaults and the nature thereof.

The Company will at any and all times, within a reasonable time after written request by the Trustee, furnish or cause to be furnished to the Trustee, in such manner and in such detail as may be reasonably required in order to evidence compliance by the Company

with the covenants herein contained, income and surplus statements, balance sheets and other statements in writing (which need not be audited or certified by independent public accountants) with respect to the accounts and obligations of the Company, fairly presenting its financial condition, with information as to its assets, liabilities, earnings, income, expenses and income charges and deductions.

The Trustees shall be under no duty to institute any inspection or to require the Company to furnish any statement or information, unless requested to do so by the holders of at least 25% in principal amount of the Notes then outstanding.

The balance sheets and statements of income and surplus and other information furnished to the Trustee under this Section shall be open at all reasonable times during business hours to inspection by the holders of Notes.

SECTION 3.22. Advances by the Trustee; Right of the Trustee to Perform the Company's Covenants, etc. If the Company shall fail to make any payment or perform any act required to be made or performed hereunder, the Trustee, upon reasonable notice to or demand upon the Company (except in case of emergency, where no notice or demand shall be required), and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company or may make advances to effect performance for the account and at the expense of the Company and may enter upon any Property or Properties for such purpose and take all such action thereon as it may consider necessary or appropriate for such purpose. All sums so paid by the Trustee (including any sums advanced by the Noteholders to the Trustee for such purpose) and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 6% per annum from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Company to the Trustee on demand. No action or inaction by the Trustee hereunder shall relieve the Company from any default, liability, or obligation hereunder.