

month, all in reasonable detail, prepared in accordance with generally accepted accounting principles and practices, and certified to be correct and complete (subject to year-end audit adjustments) by the chief financial officer of Company;

(iii) within forty-five (45) days of the end of each fiscal quarter of Company, a certificate signed on behalf of Company by the president and by the chief financial officer of Company:

(A) stating that the signers have reviewed the provisions of each of the Security Documents; and

(B) either stating that they are not aware of any event which is continuing on the date of such certificate or of any condition which exists on such date which constitutes a default or which would, with notice or the lapse of time, or both, constitute a default, or, if any such event is continuing on such date or any such condition exists on such date, specifying the nature and the date of the occurrence of such event or (as the case may be) the nature and the period of existence of such condition of which they have knowledge and what action Company is taking or proposes to take with respect thereto;

(iv) promptly upon their becoming available, copies of each audit report and each management letter prepared by independent accountants in connection with any annual or interim audit of the accounts of Company or of any of its Subsidiaries and the final balance sheet referred to in Section 3.03 of the Asset Purchase Agreement;

(v) annually, within 30 days of the beginning of each fiscal year of Company a pro forma operating budget for the fiscal year; and

(vi) with reasonable promptness, all such other information respecting the business, assets, financial condition, results of operations or prospects of Company or of any of its Subsidiaries as the Agent may from time to time may reasonably request.