

(c) If any notice referred to in subparagraph (a) of this Section 3.12 shall be received by the Trustee from a Lessee, the Trustee shall promptly furnish a copy thereof to the Company, and the provisions of this Section 3.12 shall be applicable to the same extent as though such notice had been originally received from such Lessee by the Company.

SECTION 3.13. (a) The Company will keep full, complete and correct books of account reflecting all financial transactions of the Company, and will at any and all times at its own expense permit the Trustee, by its agents and attorneys, to examine all the books of account, records, reports and other papers of the Company, including copies of all federal income and other tax returns, and to take copies and extracts therefrom and to examine the property of the Company. The Trustee, however, shall be under no duty to make any such examination unless requested to do so by the holders of not less than 25% in principal amount of the outstanding Notes and furnished with reasonable security and indemnity covering such examination.

(b) The Company will deliver to the Trustee, promptly upon their becoming available, a copy of all such financial statements and reports, if any, as it shall send to its stockholders or file with any federal or state agency or commission, promptly after the same are so sent or filed.

(c) The Company will deliver to the Trustee as soon as prepared, but in any event within 30 days after the end of each fiscal year, a copy of its statements of income and surplus for such year and a balance sheet of the Company as of the end of such year, all certified by reputable independent public accountants selected by the Company, together with a copy of any detailed reports submitted by such independent accountants.

(d) The Company will deliver to the Trustee within 30 days after the end of each fiscal year a certificate, signed by the President or a Vice President and the Treasurer of the Company, to the effect that to the best of their knowledge and information no default or event of default has occurred and is continuing under this Indenture or, if any such default or event of default then exists, specifying the nature and the period of existence thereof and stating what action the Company has taken or proposes to take with respect thereto.

SECTION 3.14. If the Company shall fail to perform or fail to cause to be performed any of the covenants contained in Section 3.02, 3.08 or 3.09, the Trustee may make advances to perform the same in its behalf (which advances need not be made by the Trustee unless requested in writing so to do by the holders of not less than 25% in principal amount of the Notes then outstanding and furnished with funds for the purpose), and all sums so advanced shall be a lien upon the Trust Estate and shall be secured hereby; and the Company will repay on demand all sums so advanced on its behalf with interest at the rate of 6% per annum.