

0305

income, retained earnings and changes in financial position of the Lessee and its subsidiaries for such year or such quarter setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, or corresponding quarter of the preceding fiscal year, as the case may be, in reasonable detail and satisfactory in scope to the Assignee, and, in the case of the year-end statements, certified by Arthur Andersen & Co., or such other independent public accountants of recognized standing selected by the Lessee, together with a certificate of the President or a Vice President of Lessee stating that no Event of Default or event which would, upon the passage of time or the giving of notice, or both, become such an Event of Default under the Lease has occurred and is continuing, such Lease is in full force and effect and the Lessee has performed and observed all of the duties, provisions and covenants of the Lease; and

(iii) with reasonable promptness, such additional information regarding the business affairs and financial condition of the Lessee as the Assignee may reasonably request.

(b) Lessee will (i) keep adequate records and books of account in accordance with sound accounting procedures reflecting all its financial transactions in accordance with generally accepted accounting principles, applied on a consistent basis and (ii) permit any person designated in writing by the Trustee or any holder of the Bonds, at Lessee's expense, to visit and inspect the properties, books and financial records (including income tax returns) of Lessee and to make copies thereof and transcripts therefrom and to discuss its affairs, finances and accounts with its officers, all at such reasonable times during reasonable business hours and as often as the Trustee or such holder may reasonably request.

10. It is understood and consented to by the Assignor and the Lessee that, so long as the Bonds are outstanding, in performing its obligations and in exercising its rights under the Lease and this Agreement, the Lessee may deal through and may rely upon communications and instruments received from the Assignee, to the same extent as if the Assignee were the lessor under the Lease.

11. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto including those succeeding by merger, consolidation or acquisition of all or substantially all of the assets of such party. The headings to the various

4328 RV-2