

soon as reasonably possible, and in any event within 90 days after the end of each fiscal year, and within 45 days after the end of each of the first three quarters of each fiscal year, statements of income, retained earnings and changes in financial position of the Company for such year, or quarter, as the case may be, and a balance sheet of the Company as at the end of such year, or quarter, as the case may be, setting forth in each case in comparative form figures for the preceding fiscal year, or corresponding quarter of the preceding fiscal year, as the case may be, certified (subject, in the case of such interim statements, to year-end audit adjustments) by the President or any Vice President of the Company (and, in the case of year-end statements, certified by a firm of independent certified public accountants of nationally recognized standing); and (ii) with reasonable promptness, such other data and information as the Trustee may reasonably request. The Company will deliver to the Trustee, together with each delivery of financial statements required by clause (i) above, a certificate of an authorized financial officer of the Company to the effect that there exists no Event of Default under this Indenture and no condition, event or act which would, with notice or lapse of time, or both, constitute such an Event of Default, or if any such Event of Default or any such condition, event or act exists, specifying the nature and period of existence thereof and the action the Company proposes to take with respect thereto.

(b) The Company 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 and (ii) permit the Trustee, by its agents, accountants and attorneys, to visit any of the properties of the Company and (iii) permit the Trustee, by its agents, accountants and attorneys, to examine its records and books of account and to discuss its affairs, finances and accounts with its officers at such reasonable times as may be requested by the Trustee. The Trustee shall be under no duty to make any such visit or examination unless requested to do so in writing by the holders of not less than 25% in principal amount of the Bonds then outstanding and furnished with funds for the purpose.

SECTION 4.15. Credit for Payment of Taxes. The Company will not claim any credit on or make any deduction from interest on or principal of the Bonds by reason of payment of any taxes levied or to be levied on the Trust Estate or any part thereof.

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