

(b) The Company will (i) keep adequate records and books of account in accordance with generally accepted accounting practices consistently applied reflecting all its financial transactions and (ii) permit the Trustee, by its agents, accountants and attorneys, to visit any of the properties of the Company and 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 not be obligated to make any such visit or examination unless requested to do so in writing by the registered owners of 16% in principal amount of the Notes outstanding and furnished with funds for the purpose.

Section 3.12. Negative Covenants. The Company will not (i) guarantee any obligation of any person, (ii) engage, directly or indirectly, in any business other than that arising out of ownership of the Properties and as otherwise contemplated by this Indenture, (iii) make, or permit to remain outstanding, any loan or advance to, or own or acquire any stock or securities of, any person, (iv) pay or declare any dividend on, or make any other distribution on account of, or redeem, purchase, retire or otherwise acquire, directly or indirectly, or reclassify, any shares of its stock, or issue any securities other than its stock outstanding on the date of execution and delivery of this Indenture and the Notes, except that the Company may pay dividends out of (A) moneys received by it pursuant to Section 5.1(a) and (B) moneys received by it upon a sale of a Property pursuant to Section 4.6, (v) issue or permit to be issued any Notes other than in accordance with the provisions of this Indenture, (vi) consolidate with or merge into any other corporation, or permit any corporation to merge into it, (vii) sell, lease, transfer, convey, assign or otherwise dispose of the Trust Estate or any part thereof, except as provided in Article 4