

counsel shall be entitled to rely thereon) in order to enable him to render the opinion referred to. The Lessee shall file and record or cause to be filed and recorded all instruments required to be filed and recorded in the opinion of such counsel and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be outstanding, except as otherwise in this Lease required.

Section 23.03. Reports of Lessee. The Lessee will keep books of record and account in accordance with generally accepted principles of accounting and will furnish to the Trustee the following:

- (a) As soon as available and in any event at the time the same are made available to stockholders of the Lessee, copies of all interim financial statements which the Lessee furnished to its stockholders;
- (b) As soon as available and in the event within 120 days after the close of each fiscal year of the Lessee, a copy of the annual audit report (including balance sheets, profit and loss and surplus statements) of the Lessee and its consolidated subsidiaries for such fiscal year, all as prepared and certified by independent public accountants of recognized standing; provided, however, that if the annual report of the Lessee to its stockholders shall contain financial statements of substantially similar detail and similarly prepared and certified, copies of such annual report may be delivered in lieu of the copies of the audit report referred to herein.

Section 23.04. Waiver of Statutory Rights. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate (i) the Basic Rent and other amounts herein reserved or (ii) the continuing in occupancy of Lessee or any sublessees, transferees, or assignees of Lessee's interest in the Leased Premises beyond the dates of termination of their respective leases, or otherwise.

Section 23.05. Non-Waiver by Lessor. No failure by Lessor or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of the Basic Rent, in full or in part, during the continuance of such breach, shall constitute a waiver of such breach or of such term. No waiver of any breach, shall affect or alter this Lease or constitute a waiver of a then existing or subsequent breach.

Section 23.06. Remedies Cumulative. Each right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other