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merge into it; provided, that the Guarantor may, without violating the agreement contained in this Section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, as the case may be assumes in writing all of the obligations of the Guarantor under this Agreement.

SECTION 2.5. The Guarantor agrees to furnish to the Bank, (a) within 90 days after the close of each fiscal year a consolidated balance sheet and consolidated statements of income, retained earnings and changes in financial position showing the consolidated financial condition of the Guarantor at the close of each fiscal year, and the results of operations of the Guarantor for each fiscal year, accompanied by a certification of independent certified public accountants satisfactory to the Bank, (b) within 45 days of the close of each of the first three quarters consolidated financial statements of the Guarantor certified by an officer of the Guarantor, (c) at the time of delivery of (a) of (b), above, a certificate of an officer of the Guarantor that there exists no default under this Agreement or the Lease, (d) such other information as the Bank may reasonably request and (e) prompt notice of the occurrence of an event of default hereunder or of any event likely to create an event of default.

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