

practice) in an amount not less than the total assets and net worth of the Company, (ii) such successor corporation shall expressly assume in writing the due and punctual payment of the principal of and interest and premium, if any, on the Notes, according to their tenor, and the due and punctual performance and observance of all the terms, covenants, agreements and conditions of this Indenture to be performed or observed by the Company to the same extent as if such successor corporation had been the original maker of the Notes (it being agreed that such assumption shall, upon the request of the holder of any of the outstanding Notes, be evidenced by the endorsing of an appropriate legend upon such Notes), and (iii) immediately after such consolidation, merger, sale or other disposition, such successor corporation shall not be in default in the performance or observance of any of the covenants, agreements or conditions contained in this Indenture.

SECTION 3.12. Financial Statements. The Company will deliver to the Trustee:

(a) As soon as available and in any event within 120 days after the end of each fiscal year of the Company statements of income and retained earnings of the Company for such year and a balance sheet of the Company as at the end of such year, setting forth in each case in comparative form figures for the preceding fiscal year, prepared by the Company and certified to by the chief financial officer thereof or, if requested by the holders of at least 66 $\frac{2}{3}$ % in principal amount of the Notes, by independent public accountants of recognized standing selected by the Company; and

(b) With reasonable promptness, such other financial data and information with respect to the Company as the Trustee may reasonably request.

The Company will deliver to the Trustee, together with each delivery of financial statements required by subsection (a) above, a certificate of an authorized financial officer of the Company to the effect that, to the best of his knowledge, there exists no Default or Event of Default or, if he knows that any such Default or Event of Default exists, specifying the nature thereof, the period of existence thereof and what action the Company proposes to take with respect thereto.

The Trustee agrees to furnish each initial Purchaser of the Notes and any requesting holder or holders of 10% or more of the unpaid principal amount of outstanding Notes with a copy of all financial statements and certificates received by the Trustee pursuant to this Section. Without limiting the foregoing the Trustee shall permit any holder of the Notes to have access to and to inspect all reports or other information furnished to the Trustee by the Company under any other provision of this Indenture.

SECTION 3.13. Issuance of Notes. The Company will not issue or permit to be issued any Notes in any manner other than in accordance with the provisions of this Indenture and the agreements herein contained, and will not suffer or permit any default to occur under this Indenture and will faithfully observe and perform or cause to be observed and performed all the conditions, covenants and requirements hereof. The Company will not claim any credit on or make any deduction from the interest or principal of the Notes by reason of the payment of any taxes levied or assessed or to be levied or assessed upon the Trust Estate or any part thereof during the continuance of the lien of this Indenture.

SECTION 3.14. Mortgage Title Insurance. Promptly after the date of the execution and delivery of this Indenture, the Company will cause to be delivered to the Trustee policies of mortgage title insurance covering each parcel of real estate described in Schedule A hereto, subject only to Permitted Encumbrances, in form and substance (except as to facts which surveys might disclose) as prescribed by the American Land Title Association, insuring the Trustee against loss in an amount not less than the principal amount of Notes outstanding hereunder.