

Form the figures for the previous fiscal year, all in reasonable detail and certified by independent public accountants of recognized standing;

(e) promptly upon receipt thereof, a copy of each detailed report submitted to the Lessee by any independent accountants in connection with any annual or interim audit of the books of the Lessee or its Consolidated Subsidiaries made by such accountants;

(d) promptly upon transmission thereof, a copy of each financial statement, report, proxy statement and notice sent by the Lessee to its stockholders, and of each regular and periodic report, if any, filed by the Lessee with the Securities and Exchange Commission or any governmental authority succeeding to any or all of the functions of such Commission; and

(e) as soon as practicable, all such other information and data with respect to the business, affairs or condition (financial or other) of the Lessee or its Subsidiaries as from time to time may reasonably be requested by any such institutional holder and any such institutional holder shall have the right, at its cost and expense and by representatives of its selection, to visit and inspect any of the properties of the Lessee and its subsidiaries and affiliates and to discuss their affairs, finances and accounts with, and be advised as to the same by their officers, at such reasonable times and intervals as it may desire.

The financial statements required by paragraphs (a) and (b) above shall in each case be accompanied by a certificate of a principal financial officer of the Lessee to the effect that there exists no condition or event which constitutes an Event of Default as defined in the Lease, or, if any such condition or event exists, specifying the nature and period of existence thereof and what action the Lessee is taking or proposes to take with respect thereto. The financial statements which are required above to be certified by independent public accountants shall in each case be accompanied by a certificate of such accountants that in making the examination necessary to said certification they have obtained no knowledge of any condition or event which constitutes an Event of Default as defined in the Lease, or, if any such condition or event exists, specifying the nature and period of existence thereof.

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9. The Trustee agrees to give the Lessee prompt notice of the termination of the assignment made by this Agreement.

10. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

11. Any counterpart hereof which shall be recorded or filed for record in the appropriate office of any county or other comparable governmental subdivision need only include on Schedule A thereof a description of the Properties subject to the Lease assigned hereby which are actually situated in the State of which such county or other subdivision is a part. A description of all the Properties subject to the Lease assigned hereby is annexed as Schedule A to the counterpart of this Assignment on file with the Trustee, at its office at 20 Pine Street, New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed, the corporate parties by their respective officers thereunto duly authorized, as of the date above set forth.

TENNESSEE RAVENWOOD PROPERTIES, INC.

By *[Signature]* Vice President
ATTEST: *[Signature]* Assistant Secretary

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
[Signature] Witness
[Signature] Witness
[Signature] Notary Public

HARRISON J. LAEMVERHIRT
Notary Public, State of New York
No. 45-225675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

