

related statements of income, expenses and retained earnings and of changes in financial position for the period from the beginning of the current fiscal year to the end of such six month period, and a letter from the chief financial officer of the Lessee that the Lessee is in full compliance with all the financial covenants contained in this Lease and Article II of the Guaranty Agreement; and

(c) Promptly furnish to the Mortgagee such other information regarding the Lessee as may reasonably be requested by the Mortgagee.

SECTION 8.9                      Notice of Litigation and Defaults.                      Lessee

will promptly give notice to the Mortgagee of the occurrence of any material litigation or governmental proceeding affecting the Lessee or this Lease, or any governmental investigation or labor dispute pending or, to the knowledge of the Lessee, threatened which could reasonably be expected to interfere substantially with the normal operations of the Lessee or materially adversely affect the financial condition of the Lessee. The Lessee will promptly give notice to the Mortgagee of the occurrence of any event of default, as defined in Section 10.1, or of any condition, event, act, or omission which, with the giving of notice or the lapse of time or both, would constitute an event of default.