

Section 4.02. The Company covenants and agrees that as soon as practicable at the close of each accounting year of the Company, during the period any of the Debentures shall be outstanding and unpaid, it will upon written request of the Trustee deliver to the Trustee such number of printed copies of balance sheet and earnings statement of the Company, covering twelve months period ending with the close of each such accounting year, as may be specified in such written notice from the Trustee. Such printed copies of balance sheets and earnings statement shall be prepared from and be in conformity with audit reports on the affairs of the Company for the respective periods involved as the same are made by Certified Public Accountants employed by the Company from time to time, but may set forth such qualifications and information as the Company may from time to time determine as necessary or desirable for the benefit of Debenture holders.

#### ARTICLE FIFTH

##### Remedies Upon Default

Section 5.01. In the event of the happening of one or more of the following events (sometimes herein termed "events of default"), that is to say:

1. If default shall be made in the payment of any four consecutive installments of interest on any of the Debentures issued hereunder, when and as the same shall become payable, as therein and herein expressed;
2. If default shall be made in the payment of the principal of any of the Debentures issued hereunder when the same shall become due and payable, whether at maturity, by call for redemption, by declaration as authorized by this Indenture, or otherwise;
3. If default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Company, its successors or assigns, in the Debentures issued hereunder or in this Indenture contained, and such default shall continue for a period of ninety (90) days after written notice to the Company from the Trustee, requiring the Company to comply with the covenant, condition or agreement in respect of which it is so in default, shall have been served upon the Company by the Trustee, which may in its discretion, and at the written request of the holders of a majority in amount of the Debentures then outstanding shall, give such notice;
4. If by a court of competent jurisdiction the Company shall be adjudged bankrupt or insolvent or a receiver shall be appointed for all or substantially all of the property of the Company and such adjudication of bankruptcy or insolvency or the appointment of such receiver be not vacated within sixty (60) days after such adjudication or appointment, or if an involuntary petition be