

than twenty-five per cent (25%) in principal amount of the outstanding Notes and furnished with reasonable security and indemnity covering such examination.

(b) The Company will deliver to the Trustee, promptly upon their becoming available, copies of all financial statements and reports, if any, as it shall send to its stockholders or file with any federal or state agency or commission.

(c) The Company will deliver to the Trustee as soon as prepared, but in any event within 30 days after the end of each fiscal year, a copy of its statements of income and surplus for such year and a balance sheet of the Company as of the end of such year, all certified by independent public accountants selected by the Company and satisfactory to the Trustee, together with a copy of any detailed reports submitted by such independent accountants.

SECTION 3.14. If the Company shall fail to perform or fail to cause to be performed any of the covenants contained in Section 3.02, 3.08 or 3.09 hereof, the Trustee may make advances to perform the same in its behalf (which advances shall be made by the Trustee if requested in writing so to do by the payees and holders of not less than ten per cent (10%) in principal amount of the Notes then outstanding and furnished with funds for the purpose), and all sums so advanced shall be a lien upon the Trust Estate and shall be secured hereby; and the Company will repay on demand all sums so advanced on its behalf with interest at the rate of eleven and one fourth per cent (11-1/4%) per annum.

SECTION 3.15. (a) The Company will not issue or permit to be issued any Notes hereunder 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.

(b) The Company will at all times keep an office or agency, while any of the Notes are outstanding, at the principal office of the Trustee, where notices, presentations and demands to or upon the Company with respect to the Notes or this Indenture may be given or made, other than by the Trustee, and the principal office of the Trustee shall be conclusively deemed to be the office or agency of the Company for such purposes, and the Company hereby appoints the Trustee its agent on its behalf to receive all such notices, presentations and demands.