

Form - Ref. Int. Reg. Com. 721 2-2352

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(c) During such time or times as the Mortgagor's adjusted net worth is less than twenty percentum (20%) of its adjusted assets)

- (1) the Mortgagor will promptly furnish the majority noteholders with a detailed report on ownership or transfers of its capital stock, membership certificates or equity capital certificates whenever requested in writing by the majority noteholders, or whenever one percentum (1%) or more of its outstanding ownership interests has been transferred since the last preceding report to the majority noteholders on ownership interests or transfers; and
- (2) whenever any change in ownership interests in the Mortgagor occurs which in the sole opinion of the majority noteholders might adversely affect their security, the Mortgagor will, upon request in writing of the majority noteholders:
 - (a) increase its adjusted net worth, within one year of such written request, to the level requested by the majority noteholders, up to twenty percentum (20%) of its adjusted assets; and
 - (b) take no action which would result in reducing its adjusted net worth thereafter below the sum of (i) the amount representing the level of net worth requested by the majority noteholders pursuant to (c)(2)(a) above, plus (ii) thirty percentum (30%) of its adjusted net worth, if any, in excess of (i) above, plus (iii) thirty percentum (30%) of the amount of any reduction of its adjusted net worth after the date of such request by the majority noteholders, resulting from the declaration or payment of dividends or distributions, the purchase, redemption or retirement of its capital stock, membership certificates or equity capital certificates, or investments in affiliated companies.

(d) As used in this section 15, the following terms shall have these meanings:

- (1) The term "adjusted net worth" means the sum of the Mortgagor's "Stock," "Other Capital Surplus" and "Earned Surplus" accounts, less "adjustments."
- (2) The term "adjusted assets" means the sum of the Mortgagor's accounts classified as "Investments," "Current Assets," "Other Assets," and "Prepaid Accounts and Deferred Charges," plus an amount equal to the amount of loan funds still to be advanced under the Loan Contract, as it may have been amended, if such amount has not been recorded as "Subscriptions to Funded Debt," less the sum of the "Depreciation Reserve," and "Amortization Reserve" accounts and "adjustments."