

Section 3.11. Financial Statements; Books and Records.

(a) The Company will deliver to the Trustee (i) copies of all financial statements, reports and notices, if any, as the Company shall send to its stockholders or file with the Securities and Exchange Commission or any similar federal or state commission or any securities exchange, promptly after the same are sent or filed; (ii) as soon as practicable after the end of each fiscal year of the Company, and in any event within 120 days thereafter, a balance sheet of the Company as at the end of such year and statements of income and retained earnings of the Company for such year, setting forth in each case, in comparative form, corresponding figures for the preceding fiscal year, all in reasonable detail and satisfactory in scope to the Trustee, certified to be true and complete by the President or an authorized financial officer of the Company; (iii) promptly upon receipt thereof, copies of all detailed reports which shall be prepared by independent certified public accountants and submitted to the Company in connection with any annual or interim audit of the books of the Company; and (iv) with reasonable promptness, such other information with respect to the Company as the Trustee may reasonably request from time to time. All financial statements specified in clause (ii) above shall be accompanied by the certificate of an Executive Officer of the Company stating that (A) no default or Event of Default has occurred and is continuing, (B) no default or Event of Default has occurred since the delivery of the next preceding certificate of the Company to such effect, (C) if any default or Event of Default has occurred, specifying the nature and the period of existence thereof and what action the Company has taken or is taking with respect thereto, and (D) except as otherwise stated, that the Company has fulfilled all its obligations under this Indenture.

0 2 9 9

4328 NY-2