

directors, trustees, executives, or supervisors of the Mortgagor, or to other employees having either a substantial ownership interest in the Mortgagor, or a close family relationship with officers, directors, trustees, executives, supervisors, or holders of substantial ownership interests in the Mortgagor; and

- (2) the Mortgagor will promptly furnish the majority REA noteholders and the majority Bank noteholders with certified copies of the minutes of all meetings of its stockholders, members, directors or trustees; and
- (3) if the operation of the Mortgaged Property for the preceding calendar year resulted in a decrease in the Mortgagor's earned surplus accounts, the Mortgagor will, upon request in writing of the majority REA noteholders or the majority Bank noteholders, take all required action to increase its charges for telephone service or to execute a plan for reducing expenses, such increase in charges and such plan to be submitted to all the noteholders and to be acceptable to and approved in writing by the majority REA noteholders and the majority Bank noteholders.

(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 REA noteholders and the Bank 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 REA noteholders or the majority Bank noteholders, or whenever one per centum (1%) or more of its outstanding ownership interests has been transferred since the last preceding report to such 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 REA noteholders or the majority Bank noteholders might adversely affect their security, the Mortgagor will, upon request in writing of the majority REA noteholders or the majority Bank noteholders:
 - (a) increase its adjusted net worth, within one year of such written request, to the level requested by the majority REA noteholders or the majority Bank 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 REA noteholders or the majority Bank noteholders pursuant to subparagraph (c) (2) (a) above, plus (ii) thirty percentum (30%) of its adjusted net worth, if any, in excess of the level of net worth referred to in the immediately preceding subclause (i), 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 REA noteholders or the majority Bank 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."