

advances to perform the same on their behalf, but shall be under no obligation so to do; and all sums so advanced shall be at once repayable by the Company and Cork 'N Cleaver, and shall bear interest at the rate of ten and seven-eighths percent (10 $\frac{7}{8}$ %) per annum until paid, and shall be secured hereby, having the benefit of the lien hereby created in priority to the Notes, but no such advance shall be deemed to relieve the Company or Cork 'N Cleaver from any default hereunder.

4.14. FINANCIAL STATEMENTS, ETC. The Company covenants and agrees that it will deliver to the Mortgagee:

(a) as soon as practicable and, in any case, within 90 days after the close of each fiscal year, a consolidated balance sheet of the Company and its Subsidiaries setting forth its financial condition as at the end of such fiscal year, together with consolidated statements of profit and loss, reconciliation of stockholders' equity and changes in financial position of the Company and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the preceding fiscal year, all in reasonable detail, such balance sheet and statements of profit and loss, reconciliation of stockholders' equity and changes in financial position to be accompanied by a report with respect thereto of independent public accountants of recognized national standing, which report shall state that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied (except for changes in application set forth therein and in which such accountants concur) and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances;

(b) as soon as practicable and, in any case, within 45 days after the end of the first, second and third quarterly accounting periods in each fiscal year, unaudited consolidated balance sheets of the Company and its Subsidiaries as at the end of such accounting period, and unaudited consolidated statements of profit and loss, reconciliation of stockholders' equity and changes in financial position of the Company and its Subsidiaries for such period and (in the case of the second and third quarterly accounting periods) for the portion of the fiscal year ending with such quarterly accounting period, setting forth in each case in comparative form