

therein misleading under the circumstances in which they were made;

(g) The Corporation has provided the Lender with the name of each subsidiary of the Corporation in existence on the date hereof, its state of incorporation, where it is qualified to do business, and a statement of the outstanding capitalization and ownership of its stock. Each of these subsidiaries is a duly organized and validly existing corporation in good standing under the laws of its state of incorporation and is duly qualified as a foreign corporation and in good standing in all states where the nature of its business or the ownership or use of its property requires such qualifications;

(h) Neither the Corporation nor any subsidiary is a party to any agreement or instrument or subject to any corporate restriction (including any restriction set forth in its articles or certificate of incorporation) materially and adversely affecting its operations, business, properties or financial condition;

(i) There are no actions, suits or proceedings pending or, to the knowledge of the Corporation threatened, against the Corporation or any subsidiary before any court, arbitrator or governmental or administrative body or agency which involve the possibility of a judgment or a liability, not fully covered by insurance, in excess of \$50,000 in any one case or \$250,000 in the aggregate, or which may result in any material or adverse change in the business or the operations, properties or assets of the Corporation or any subsidiary and the Corporation is not in default in any material respect under any agreement to which it is a party, or under any applicable statute, rule, order, decree or regulation of any court, arbitrator or governmental body or agency having jurisdiction over the Corporation or any subsidiary;

(j) There is no charter, bylaw or preference stock provision of Corporation or any subsidiary and no provision of any existing mortgage, indenture, contract or agreement binding on Corporation or any subsidiary or affecting their property which would conflict with the terms of this Agreement;

(k) The consolidated balance sheet of the Corporation and its subsidiaries as of the 31st day of December, 1983, and the related consolidated statement of income and surplus account of the Corporation and its subsidiaries for the fiscal year ended on said date, including in each case the related schedule and notes, certified by Ernst & Whinney, independent public accountants, and heretofore delivered to the Lender, are all true and correct and present fairly (i) the financial