

as otherwise disclosed in the financial statements of Company and its Subsidiaries furnished to the Agent pursuant to this clause (b) and which changes do not effect compliance with the financial covenants in Section 7.12 through Section 7.16 of the Loan Agreement. Company will furnish or cause to be furnished to the Agent:

- (i) as soon as available and, in any event, not later than ninety (90) days after the end of each fiscal year of Company, copies of (i) the audited consolidated and unaudited consolidating balance sheets of Company and its Subsidiaries as at the end of such fiscal year, (ii) the related audited consolidated and unaudited consolidating statements of income and retained earnings of Company and its Subsidiaries for such fiscal year, and (iii) the related audited consolidated statements of changes in the financial position of Company and its Subsidiaries in such fiscal year, prepared in accordance with generally accepted accounting principles and practices, and if audited, certified by Touche, Ross & Co. or other independent accountants of nationally recognized standing chosen by Company and reasonably acceptable to the Agent and a written statement by the accountants certifying such financial statements to the effect that in the course of the audit upon which their certification of such financial statements was based (but without any special or additional audit procedures for the purpose), they obtained knowledge of no condition or event relating to financial matters which constitutes a default or a condition which, with the passage of time or the giving of notice or both, would become a default or, if such accountants shall have obtained in the course of such audit knowledge of any such condition or event, they shall disclose in such written statement the nature and period of existence thereof, it being understood that such accountants shall be under no liability, directly or indirectly, to the Agent for failure to obtain knowledge of any such condition or event. Copies of the materials covered by this clause (i) shall also be furnished to Trustee and Issuer;
- (ii) as soon as available and, in any event, not later than forty-five (45) days after the end of each of the first eleven months of each fiscal year of Company, copies of (i) the unaudited consolidated and consolidating balance sheets of Company and its Subsidiaries as at the end of such month, and (ii) the related unaudited consolidated statements of income and retained earnings of Company and its Subsidiaries for such month and for the portion of the fiscal year of Company ended at the end of such