

an event has occurred and is continuing, stating the nature thereof in reasonable detail; and (iv) such other financial data as the Mortgagee may reasonably request. Each certificate of independent public accountants delivered with the financial statements required by subdivision (ii) above shall include a written statement of such accountants that in making the audit necessary in the giving of such certificate, they have obtained no knowledge of the existence during the fiscal year under audit of any condition, event or act which constitutes an event of default as defined in this Indenture or which, with notice or lapse of time, or both, would constitute such an event of default or if, in the opinion of such accountants, there is existing any such condition, event or act, such statement shall specify the nature thereof; but such accountants shall not be liable directly or indirectly to anyone for any failure without negligence to obtain knowledge of any default.

SECTION 4.06. It will record, register, file, renew, re-file and re-record this Indenture and every indenture supplemental hereto which hereafter may be executed and all such documents as may be required by law in order to maintain this Indenture at all times as a mortgage of both real and personal property, all in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the security of the Mortgagee.

SECTION 4.07. All property and interests in property of every kind, not hereby expressly excepted from the lien of this Indenture, which hereafter may be acquired or constructed by the Mortgagor shall immediately upon acquisition or construction thereof by the Mortgagor and without any further conveyance, assignment or other act become and be subject to the lien of this Indenture as fully and completely as though now owned by the Mortgagor and specifically described in Exhibit B hereof; but nevertheless at any and all times the Mortgagor will execute, acknowledge and deliver any and all such further assurances or conveyances or assignments thereof as the Mortgagee may reasonably direct or require for the purpose of expressly and specifically subjecting the same to the lien of this Indenture; and also the Mortgagor will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered all and every such further