<u>Financial Statements</u>. If an Investor is not otherwise receiving the information set forth below, the Company will furnish or cause to be furnished to each of the Investors:

- (a) As soon as reasonably practicable and in any event within ninety (90) days after the end of each fiscal year of the Company the balance sheet of the Company as at the end of such year, a statement of income and a statement of cash flows for such year, setting forth in each case in comparative form the figures from the Company's previous fiscal year, all prepared in accordance with generally accepted accounting principles and practices, and audited by independent certified public accountants selected by the Company's Board of Directors;
- (b) Within a reasonable time after completion of each quarter, customarily 30 days after the end of the quarter, quarterly and year-to-date unaudited financial statements, including a balance sheet, a statement of income and a statement of each flows, together with a comparison to the Company's operating plan and budget;
- (c) Within a reasonable time after the completion of each month, customarily 30 days after the end of each month, monthly and year-to-date unaudited financial statements, including a balance sheet, a statement of income and a statement of cash flows, together with a comparison to the Company's operating plan and budget;
- (d) Within a reasonable time prior to the completion of the prior fiscal year, customarily 60 days prior to the beginning of each fiscal year, an annual operating plan and budget (including any amendments or revisions thereto) prepared on a monthly basis (including, among other items, appropriate reserves, accruals and provisions for income taxes) and representing the best estimate of the Company based upon available information; and
- (e) The provisions of paragraph (a), (b), (c) and (d) of this Financial Statement covenant shall terminate at the time the Company becomes subject to the reporting provisions of the Securities Exchange Act of 1934, as amended.
- Inspection. The Company shall permit each Investor or its representative, at the Investor's expense, and examiners of the SBA to visit and inspect the properties and assets of the Company, to examine its books of account and records, and to discuss the Company's affairs, finances and accounts with the Company's officers, senior management and accountants, all at