

9. Books and Records. The Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Premises and examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Mortgagor, at such reasonable times as may be requested by the Mortgagee.

If requested by the Mortgagee, the Mortgagor will deliver to the Mortgagee, with reasonable promptness after the close of each fiscal year, a balance sheet and statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year and, during the period of construction, statements of profit and loss for each quarter of its fiscal year without, however, setting forth comparative figures. Throughout the term of this Mortgage, the Mortgagor with reasonable promptness, will deliver to the Mortgagee such other information with respect to the Mortgagor and the construction and operation of the Improvements as the Mortgagee may reasonably request from time to time. All financial statements of the Mortgagor shall be prepared in accordance with generally accepted accounting principles and delivered in duplicate, accompanied by the certificate of a principal financial or accounting officer of the Mortgagor, dated within five (5) days of the delivery of such statements, stating that he knows of no default which has occurred and is continuing, or, if any such default has occurred and is continuing, specifying the nature and period of existence thereof and what action the Mortgagor has taken or proposes to take with respect thereto, and except as otherwise specified, stating that the Mortgagor has fulfilled all of its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate.

10. Leases. The Mortgagor will not (i) execute an assignment of the rents or any part thereof from the Premises unless such assignment shall provide that it is subordinate to the assignment contained in this Mortgage and any separate assignment which may be executed supplemental hereto, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease or the Premises or of any part thereof, now existing or hereafter to be made, having an unexpired term of one (1) year or more, except that any lease may be cancelled provided that promptly after the cancellation or surrender thereof, a new lease is entered into with a new lessee having a credit standing, in the judgment of the Mortgagee, at least equivalent to that of the lessee whose lease was cancelled, or substantially the same terms as the terminated or cancelled lease, or (iii) modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rents payable thereunder, or (iv) accept prepayments of any installments of rents to become due under such leases for a period of more than one (1) month in advance, except prepayment in the nature of security for the performance of the lessees thereunder, or (v) in any other manner impair the value of the Premises or the security of the Mortgage.

The Mortgagor will not execute any lease of all or a substantial portion of the Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all

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