

and assigns of Mortgagee and any corporation controlling, controlled by, or under common control with Mortgagee, and to the heirs, administrators, personal representatives, successors and assigns of Mortgagee's or such corporation's officers, directors, shareholders, attorneys, agents and employees.

4.12 Books and Records. Mortgagor will maintain full and accurate books of account and other records reflecting the results of its operations of the Mortgaged Property and will furnish, or cause to be furnished, to Mortgagee on or before one hundred twenty (120) days after the end of Mortgagor's fiscal year (a) a complete executed copy of reports of an examination of Mortgagor's and Guarantor's financial affairs, such reports to include a balance sheet and statement of profit and loss for Mortgagor's and any corporate Guarantor's immediately preceding fiscal year, and financial statements for individual Guarantors, together with any and all related notes and such other detail as Mortgagee may reasonably require, and a certificate executed by Mortgagor and Guarantor certifying that each such report has been prepared in accordance with generally accepted auditing standards and generally accepted accounting principles (if applicable) applied on a consistent basis and fairly presents Mortgagor's and Guarantor's financial condition as of the date thereof and the results of their operations for the period covered thereby, (b) a written statement identifying each of the Leases by the term, the space occupied, the rental or other payment required thereunder and any security paid as to each of the Leases, (c) a certificate by a general partner of Mortgagor certifying that, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes, or which upon due notice or lapse of time or both would constitute, an Event of Default or, if an Event of Default exists, specifying the nature thereof. At Mortgagee's option, the reports for Mortgagor called for in Paragraph 4.12(a) shall be audited, at Mortgagor's expense, by a certified public accountant satisfactory to Mortgagee. At any time and from time to time, Mortgagor shall deliver to Mortgagee such other financial data as Mortgagee shall reasonably request with respect to the ownership, maintenance, use and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit, examine and make copies or extracts of Mortgagor's books of account and records relating to the Mortgaged Property, all of which shall be maintained and made available to Mortgagee and Mortgagee's representatives for such purpose at the address specified herein for Mortgagor or at such other location as Mortgagee may approve.

4.13 Management of Mortgaged Property. So long as this Mortgage is in effect, Mortgagor hereby covenants and agrees that Mortgagee shall have the right to approve all management firms selected by Mortgagor to manage, lease or operate the Mortgaged Property prior to Mortgagor contracting with any such firm. Additionally, so long as this Mortgage is in effect, Mortgagor shall submit to Mortgagee for Mortgagee's review and written consent prior to the execution thereof a copy of the management agreement to govern the relationship of Mortgagor and all such managers and leasing agents.