

claim any diminution of or offset against future rents, to escrow rent payments or make rent payments to a third party or compel Mortgagee to expend monies to cure, then, at the option of Mortgagee, such default shall be an event of default under the Note and Mortgage.

(b) Mortgagor shall not enter into any agreement for the management, operation, sales or marketing of all or part of the Mortgaged Premises, or modify any existing agreement, without (i) furnishing to Mortgagee a copy of the management agreement together with such information with respect to the managing party as Mortgagee may reasonably request, and (ii) receiving Mortgagee's prior written consent thereto with respect to terms, fees, and content, such consent not to be unreasonably withheld.

10. Financial Reports; Required Notices.

(a) At such intervals as Mortgagee may reasonably prescribe, (but not more frequently than annually), Mortgagor shall furnish or cause to be furnished to Mortgagee the following documents and data:

(i) within ninety (90) days following the close of each fiscal year of the Mortgagor, audited financial statements prepared by Trosch, Iwanyshyn & Co., or other independent accountant approved by Mortgagor, including a detailed statement of gross income and operating expenses for the preceding fiscal year relating to the operation of the Mortgaged Premises and a balance sheet as of the end of such fiscal year, in reasonable detail prepared in accordance with generally accepted accounting principles consistently applied, together with the rent roll and occupancy report and such other relevant data as Mortgagee may require. Mortgagor agrees to make the books and accounts relating to the Mortgaged Premises available for inspection by Mortgagee, or its representatives, upon request