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- benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- furnish to the Mortgagee, as soon as available but in no event more than ninety (90) days after the end of each of its fiscal years, a copy of its completed financial statement and an operating statement regarding the property, including an itemized account of gross annual income and expenditures reflecting in detail the operations of the mortgaged premises. The Mortgagor further agrees that said statement shall be prepared in accordance with the then current and generally accepted accounting principles by accountants satisfactory to the Mortgagee.
- with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any lease, now or hereafter in effect, including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' leases", and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' leases or to abate the rental due thereunder.

If the Mortgagor shall, in any manner, fail in this agreement, the Mortgagee may (but shall not be obligated to) take any action the Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under any of said Tenants' leases. The Mortgagee may rely on any notice of default received from any tenant and may act thereon as herein provided, even though the existence of such default or the nature thereof may be questioned or denied by the