

the Mortgagee such other information with respect to the Premises as the Mortgagee may reasonably request from time to time, including, without limitation, inventories of personal property, lists of service contracts and any other documents required to be maintained by the Mortgagor with respect to the Premises. Mortgagor will furnish to Mortgagee a copy of all reports or financial statements given by Mortgagor to the holder of either of the Prior Mortgages.

(b) Each party hereto, upon 15 days' prior written notice, shall furnish to the other party a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Secured Indebtedness and whether or not any off-sets or defenses exist against the Secured Indebtedness.

10. Upon the occurrence of any one of the following events (hereinafter referred to as an "Event of Default"):

(i) Mortgagor's failure to pay the Note at maturity, or failure by Mortgagor to pay any other payment required by the Note on this Mortgage, within two (2) business days after the delivery of notice of the failure from Mortgagee to Mortgagor; or

(ii) Failure by Mortgagor to maintain the insurance policies required by this Mortgage; or

(iii) An event shall occur which under Article 6 of this Mortgage pursuant to which Mortgagee has the option to accelerate the maturity of the Secured Indebtedness; or

(iv) Any warranty of Mortgagor herein contained or contained in any instrument, transfer, conveyance, or assignment given with respect to the Secured Indebtedness, proves to be untrue or misleading in any material respect; or

(v) The Premises are subject to actual waste, or any part thereof is removed, demolished, or materially altered so that the value of the Premises are diminished, except as otherwise provided in Articles 3, 4 and 6 herein; or

(vi) The filing by Mortgagor of a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Mortgagor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Mortgagor, or of all or any substantial part of the Premises or of any other property or assets of Mortgagor, or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Mortgagor of any general assignment for the benefit of creditors, or the admission in writing by Mortgagor of its inability to pay its debts generally as they become due, or the commission by Mortgagor of an act of bankruptcy; or

(vii) The filing of a petition against Mortgagor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy.