

at the request of Lessor will execute, acknowledge and deliver to Lessor a certificate by Lessee certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) whether or not there are then existing any offsets or defenses against the enforcement of any of the provisions of this Lease (and, if so, specifying the same), and (c) the dates, if any, to which the Basic Rent and additional rent and other charges have been paid in advance. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Leased Property or any part thereof.

49. Furnishing of Financial Statements, etc. During the initial term and the renewal term of this Lease if same is renewed pursuant to section 36 hereof, Lessee will furnish to Lessor

(a) as soon as practicable after the end of each fiscal year of Lessee and in any event within 90 days thereafter, a balance sheet of Lessee as at the end of such year and a certified statement of income and expenses of Lessee for such year with respect to the Leased Property and Leased Building, setting forth in each case in comparative form corresponding figures for the previous fiscal year, all in reasonable detail and certified by accountants satisfactory to Lessor; and

(b) with reasonable promptness, such other information regarding Lessee, the Leased Property, and the Leased Building and the use thereof as Lessor from time to time may reasonably request.

Hancock, its agents, employees and designees, shall have the right to audit the books of Lessee with respect to the Leased Property at any and all reasonable times.

50. Acceptance of Surrender. No surrender to Lessor of this Lease or of the Leased Property or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by Lessor and any assignee of Lessor's interest.

51. Joinder of Lessor. Lessor shall not be required to join in any contest referred to in section 17 unless any Legal Requirement requires that such contest be brought by or in the name of Lessor, in which event Lessor shall join in such contest or permit the same to be brought in its name, provided that (a) Lessee shall pay all expenses in connection therewith and indemnify and save harmless Lessor and any assignees or mortgagees of Lessor's interest in the Lease or in the Leased Property from and against the same and any loss; (b) Lessor shall

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