

31. That, with respect to the premises and the mortgagor's operations thereof, (a) the mortgagor will keep proper books of record and account in accordance with sound accounting practice, (b) the mortgagee shall have the right to examine the books of account of the mortgagor and to discuss the affairs, finances, and accounts of the mortgagor and to be informed as to the same by its officers, all at such reasonable times and intervals as the mortgagee may desire, and (c) the mortgagor will furnish to the mortgagee within 90 days after the end of each fiscal year of the mortgagor, copies of the statement of income and surplus of the mortgagor for such fiscal year, along with the records of the sales of the occupancy tenants, in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by an authorized financial officer of the mortgagor.

32. The said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

33. That the mortgagor will, at all times when the debt secured hereby remains unpaid, maintain a net worth of not less than \$500,000.

34. That the mortgagor will not enter into a ground sublease as defined in Article IX of said lease without the prior written consent of the mortgagee.

35. That subject to the provisions of said lease and notwithstanding other provisions of this mortgage, if condemnation proceedings do not result in a termination of the lease, all