

of such premiums, taxes, assessments, charges and fees although such use may benefit subsequent owners of the Premises. Mortgagee may at any time refund part or all of said sums to whomever is represented to Mortgagee to be the then owner of the Premises. Mortgagee shall remit out of the fund so deposited an amount required to be deposited with any holder of the Prior Mortgage with regard to payment of taxes and insurance.

10. Mortgagor will deliver to Mortgagee within ninety (90) days after the expiration of each fiscal year of Mortgagor, a statement of annual income and expense in connection with the Premises for such fiscal year, a financial statement of operations with respect to the Premises and the business conducted thereat for such fiscal year, and a current rent roll with respect to the Premises, all in detail satisfactory to Mortgagee, and, if required by the terms of the Prior Mortgage, such statements shall bear C.P.A. certification. In addition, Mortgagor shall permit Mortgagee to examine such records, books and papers of Mortgagor which reflect upon the financial condition of and the income and expenses relative to the Premises and the business conducted thereat; and Mortgagor, upon fifteen (15) business days' request, will furnish Mortgagee with a written statement containing the names of all tenants of said Premises, the terms of their respective tenancies, the spaces occupied and the rentals paid therefor. Each of said written statements shall be certified by a general partner of Mortgagor.

11. Mortgagee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and securities for the payment thereof) paid or discharged with the proceeds of the indebtedness secured hereby, or by Mortgagee under the provisions hereof.

12. Mortgagor does hereby absolutely assign to Mortgagee, Mortgagor's interest in any and all leases, tenant contracts, rental agreements and other contracts, licenses and permits now or hereafter affecting the Premises or any part thereof, such assignments to be made by instruments in form and substance satisfactory to Mortgagee, provided that Mortgagee authorizes Mortgagor to collect all rents affecting the Premises unless there exists a default hereunder, in which case Mortgagor's right to collect said rents is absolute, subject only to the rights of Prior Mortgage holder. No such assignment shall be construed as a consent by Mortgagee to any lease, tenant contract, rental agreement or other contract, license or permit, or to impose upon Mortgagee any obligation with respect thereto. Mortgagor hereby agrees to use its best efforts to obtain, for each apartment unit now or hereafter located upon or within the Premises, a lease, tenant agreement, or rental contract covering such apartment unit. Without first obtaining the prior written consent of Mortgagee, Mortgagor shall not reduce the rent payable under any lease, tenant agreement, or rental contract now or hereafter obtained for any apartment unit upon or within the Premises below the amount which is the current rent for such apartment unit; nor cancel any such lease, tenant contract or rental agreement other than for a default by the tenant thereunder under the terms thereof, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said instruments, nor accept, nor permit to be made, any prepayment of any installment of rent thereunder (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month). Mortgagor will faithfully keep and perform all obligations to be kept and performed by Mortgagor under each of such instruments, and under each other instrument Mortgagor's interest in which is assigned to Mortgagee pursuant to the terms hereof.