

SECTION 1.12. So long as the Note is outstanding, the Company will not (i) acquire or own any stock of any other corporation, or (ii) consolidate with or merge into any other corporation or permit any other corporation to merge into the Company, or (iii) except as permitted by an express provision of this Mortgage, sell, transfer or convey or otherwise dispose of any property at any time included in the Mortgaged Property, or (iv) incur any indebtedness for borrowed money except the Note and any Improvement Notes, or (v) guarantee or become liable, directly or indirectly, for the payment of the obligation of any person, or (vi) issue any securities other than its capital stock and the Note and any Improvement Notes or (vii) engage directly or indirectly in any business other than the acquisition and ownership of the Property and the leasing thereof to the Lessee and matters incidental thereto.

SECTION 1.13. (a) The Company will keep full, complete and correct books of account, in accordance with sound accounting procedures, reflecting all financial transactions of the Company, and will at all reasonable times at its own expense permit the Mortgagee, by its agents, accountants and attorneys, to examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Company and to examine all of the properties of the Company.

(b) The Company will deliver to the Mortgagee, promptly after their original distribution or filing, copies of all such financial statements and reports, if any, as it shall send to its stockholders or file with any federal or state agency or commission.

(c) The Company will deliver to the Mortgagee as soon as prepared, and in any event within 60 days after the end of each fiscal year of the Company, a copy of its profit and loss and surplus statements for such fiscal year and of its balance sheet as at the end of such fiscal year, all certified by independent certified public accountants of recognized standing selected by the Company, together with a copy of any detailed report submitted by such accountants and a certificate of the Company, signed by its President or a Vice President, to the effect that to the best of his knowledge and information no condition or event which constitutes an event of default under the Lease or this Mortgage,