

shall have occurred and be continuing under the Lease or if the Lease shall be terminated, all sums so received by Mortgagee shall be applied in the manner specified in Section 16 of this Mortgage.

(g) Financial Statements. Furnish Mortgagee with the following:

(i) Within 120 days after the end of each of the Company's fiscal years, an annual audit report of the Company, including a balance sheet and an income and surplus statement of the Company for the fiscal year then ended, duly certified by Touche Ross & Co. or other independent public accountant satisfactory to Mortgagee;

(ii) Within 120 days after the end of each of the Company's fiscal years, and together with the annual audit report furnished in accordance with clause (i) above, an Officer's Certificate, stating that to the best of the signer's knowledge and belief, the Company is not in default in the performance or observance of any of the terms of the Company Documents, or if the Company shall be in default to his knowledge, specifying all such defaults, and the nature thereof, and the steps being taken to remedy the same;

(iii) With reasonable promptness, such other information respecting the financial condition and affairs of the Company as Mortgagee may from time to time reasonably request.

(h) Corporate Existence. Preserve and keep in full force and effect its corporate existence, rights and franchises and comply with all laws applicable to it.