

all sums so received by the Mortgagee shall be applied in accordance with the provisions of Section 17.3 of the Leases, except that any such sums received with respect to a Taking for temporary use shall be applied in accordance with the provisions of Section 17.2 thereof. If an Event of Default shall have occurred under either of the Leases or if either Lease shall be terminated, all sums so received by the Mortgagee shall be applied in the manner specified in Article XVI of this Mortgage.

(g) Annual Financial Statements and Officer's Certificate. Furnish the Mortgagee with the following:

(i) Within 120 days after the end of each of the Company's fiscal years, a balance sheet of the Company as at the end of such fiscal year and an income and surplus statement for such fiscal year, in reasonable detail and certified by an officer of the Company as being true and correct to the best of the signer's knowledge;

(ii) Within 120 days after the end of each of the Company's fiscal years, and together with the financial statements furnished in accordance with clause (i), an Officer's Certificate, stating that to the best of the signer's knowledge after making due inquiry, 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; and

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

(i) Notification of Default, etc. Promptly after obtaining knowledge thereof, notify the Mortgagee of any default hereunder or under either of the Leases or of any action or proceeding materially and adversely affecting any Property or any lessee under the Leases.

(j) Inspection. Permit the Mortgagee or its authorized representatives to inspect any of the Properties during usual business hours.