

of any property damaged, provided that any excess over the amount of such indebtedness shall be paid to Mortgagor. Every tenant shall also assign to Noteholder his interest in any such award or compensation, except for any award for the taking of trade fixtures owned by the tenant. Mortgagee will hold and disburse to Mortgagor or contractors as the work progresses any award or compensation so permitted by Mortgagee to be used for such repair and restoration; such award or compensation may be commingled with Mortgagee's other funds, and no interest shall be due thereon from Mortgagee.

9. Books and Records. Mortgagor will keep adequate records and books of account with respect to the Mortgaged Property and the affairs, finances, accounts and business of Mortgagor generally, in accordance with generally accepted accounting principles, and will permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine the said records and books of account and to discuss the aforesaid affairs, finances and accounts with Mortgagor or the officers of Mortgagor, at such reasonable times as may be requested by Mortgagee.

Mortgagor will furnish Mortgagee within sixty (60) days of the close of each fiscal year, and at such other times as Mortgagee may reasonably require, statements certified by a partner of Mortgagor, in such detail as Mortgagee may reasonably require, showing the balance sheet of the Mortgaged Property and of Mortgagor, annual gross income and detailed operating expenses of the Mortgaged Property, the rent roll and such other relevant financial data as Mortgagee may reasonably require pertaining to the Mortgaged Property and to Mortgagor. Throughout the term of this Mortgage, Mortgagor, with reasonable promptness, will deliver to Mortgagee such other