

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 information with respect to the Mortgaged Property and Mortgagor and the operation of the Mortgaged Property as Mortgagee may from time to time reasonably request. All financial statements of Mortgagor shall be prepared in accordance with generally accepted accounting principles and delivered in duplicate, accompanied by the affidavit of Mortgagor or of a principal financial or accounting officer of Mortgagor, dated within five (5) days of the delivery of such statements, stating that the affiant knows of no default which has occurred and is continuing hereunder, or, if any such default has occurred and is continuing, specifying the nature and period of existence thereof and what action Mortgagor has taken or proposes to take with respect thereto, and except as otherwise specified, stating that Mortgagor has fulfilled all of its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such affidavit.

10. **Leases.** Mortgagor will not without Mortgagee's prior written consent (i) execute an assignment or pledge of the Rents and/or the Leases; (ii) accept any prepayment of an instalment of any Rents more than thirty (30) days before the due date of such instalment or sixty (60) days before the end of the period covered by such instalment; (iii) make any Lease except for actual occupancy by the lessee thereunder; (iv) terminate or consent to the cancellation or surrender of the Ground Lease or any Lease, modify, extend or otherwise alter the terms of the Ground Lease or any Lease, or give any consent pursuant to a Lease; (v) make any Lease of all or any part of the Mortgaged Property; or (vi) in any manner impair the value of the Mortgaged Property or the security of this Mortgage.

Mortgagor at its sole cost and expense will (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in the Ground Lease, on the part of the lessee thereunder to be kept and performed, or the Leases, on the part of the lessor thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor as lessor or of the lessees thereunder and pay all costs and expenses of Mortgagee, including reasonable attorneys' fees in any such action or proceeding in which Mortgagee may appear; (iv) transfer and assign to Mortgagee any and all Leases subsequently entered into, upon the same or substantially the same terms and conditions as are herein contained, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee to do so, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; (vi) furnish Mortgagee