

tive fiscal years a balance sheet and statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year and, during the Construction Period, shall deliver such statements for each quarter of their respective fiscal years without, however, setting forth comparative figures. Throughout the term of this Mortgage, the Mortgagor, and Guarantor, if any, with reasonable promptness, will deliver to the Mortgagee such other information with respect to the Mortgagor or Guarantor, if any, as the Mortgagee may reasonably request from time to time. All financial statements of the Mortgagor or Guarantor, if any, shall be prepared in accordance with generally accepted accounting practice, shall be delivered in duplicate, and, in the case of the Mortgagor, shall be accompanied by the certificate of a principal financial or accounting officer of the Mortgagor, dated within five (5) days of the delivery of such statements to the Mortgagee, stating that he knows of no Event of Default, nor of any default which after notice or lapse of time or both would constitute an Event of Default, which has occurred and is continuing, or, if any such default or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action the Mortgagor has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that the Mortgagor has fulfilled all its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate.

(c) The Mortgagor, within three (3) days upon request in person or within five (5) days upon request by mail, will furnish a written statement duly acknowledged of the amount due whether for principal or interest on this Mortgage and whether any offsets or defenses exist against the Mortgage indebtedness.

SECTION 1.12. The Mortgagor will not commit any waste on the Premises or make any change in the use of the Premises which will in any way increase any ordinary fire or other hazard arising out of construction or operation. The Mortgagor will, at all times, maintain the Improvements in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful