

hereby mortgaged, and premiums for insurance as are herein covenanted to be furnished by the Mortgagor. Provided however, that if such a reserve has been established in accordance with the mortgage of John Hancock Mutual Life Insurance Company, evidence of existence and maintenance of such reserve to the satisfaction of the said John Hancock Mutual Life Insurance Company shall be deemed to be compliance hereunder. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default under the terms of this Mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund, the Mortgagee may deal with whomsoever is represented to be the owners of said property at that time.

11. To operate such property at all times as an office building and not to acquire any fixtures, equipment, furnishings or apparatus covered by this Mortgage subject to any security interest or other charges or lien taking precedence over this Mortgage.

12. Mortgagor will deliver to the Mortgagee a statement of annual income and expenses, in detail satisfactory to the Mortgagee, in connection with the mortgaged premises within ninety (90) days after the expiration of each fiscal year, certified by a certified public accountant or as otherwise acceptable to the Mortgagee.

13. Mortgagor will assign to the Mortgagee, upon request, as further security for the indebtedness secured hereby,