

costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with collection of such Proceeds, to either (i) the restoration of the Improvements or the Personal Property or (ii) the payment of any indebtedness secured hereby and in such order as the Beneficiary may determine (including prepayment of the Note without premium), provided that in a case where the Proceeds are less than \$50,000, the Company shall have the right to exercise either of the foregoing options.

Section 1.14 Right of Entry. The Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon any part of the Properties, the Improvements or the Personal Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Indenture.

Section 1.15 Limitations of Use. The Company shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction which would materially detract from, or limit, the value of the Trust Estate or any part thereof.

Section 1.16 Estoppel Certificates. The Company within ten (10) days after being given notice by mail, and within five (5) days after being given notice by hand, shall furnish to the Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Indenture and stating whether any offset or defense exists against such indebtedness.

Section 1.17 Financial Statements and Information. The Company shall deliver to the Trustee and to the Beneficiary:

(a) as soon as available and in any event within 45 days after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, the consolidated balance sheet of the Company and its consolidated subsidiaries as of the end of such accounting period and of the related consolidated statements of income and retained earnings and changes in financial position of the Company and its consolidated subsidiaries for the portion of the fiscal year ended with the last day of such