

at any reasonable time. Mortgagor hereby confirms that its fiscal year is the calendar year.

(ii) revised and updated financial statements of the General Partners and such additional information Mortgagee may reasonably request, all data being prepared according to generally accepted accounting principles consistently applied.

(b) Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

(i) a fire or other casualty causing damage to the Mortgaged Premises;

(ii) receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Premises;

(iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Premises;

(iv) receipt of any default or termination notice from any tenant of all or any portion of the Mortgaged Premises, excluding the normal expiration of any leases;

(v) receipt of any default or acceleration notice from the holder of the First Mortgage or any other lien or security interest in the Mortgaged Premises or any portion thereof; or

(vi) commencement of any material litigation affecting the Mortgaged Premises.

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