

future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2(i) above and Mortgagor will not acquire any such property subject to any Encumbrance except those Encumbrances described in Paragraph 3.2(i) above. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee a security agreement and financing statements, in form and substance acceptable to Mortgagee, covering all such property. Mortgagor and Mortgagee agree that a carbon, photographic or other reproduction of this Mortgage, any security agreement executed by Mortgagor or a financing statement shall be sufficient as a financing statement.

(vi) With respect to the Mortgaged Property and the operation and business thereof, Mortgagor will keep or cause to be kept proper books and records, prepared on the modified cash basis method. Mortgagee shall have the right to examine said books and records at any time or times hereafter upon demand, but only during customary business hours. Mortgagor shall deliver to Mortgagee: (i) an unaudited quarterly statement of income and expenses as soon as practicable after the end of each calendar quarter (except for the fourth calendar quarter), and in any event within thirty (30) days thereafter; (ii) a current rent roll with respect to the Mortgaged Property, showing all of the Leases, and including a schedule of percentage rent billed and paid under each Lease and a schedule of expenses billed and paid under each Lease, all in form and substance satisfactory to Mortgagee, certified as true, correct, complete and accurate by the Managing General Partner of Mortgagor as soon as practicable after the end of each calendar quarter, and in any event within thirty (30) days thereafter, and as soon as is practicable after the end of each calendar year, and in any event within sixty (60) days thereafter, or more often upon Mortgagee's reasonable request; (iii) an annual balance sheet of assets and operations and business of the Mortgaged Property and an annual operating statement of income and expenses for the Mortgaged Property for the calendar year just ended as soon as practicable after the end of each calendar year, and in any event within sixty (60) days thereafter, certified as true, correct, complete and accurate by the Managing General Partner of Mortgagor; provided that Mortgagee, upon reasonable notice, may require that such statements be certified by an independent certified public accountant acceptable to Mortgagee, but at Mortgagor's sole expense if and only if such accountant finds a variation in the Adjusted Cash Flow of the greater of either \$25,000 or plus or minus ten percent (10%) of the figure determined by Mortgagor and shown in Mortgagor's financial statements. In addition, Mortgagor shall deliver to Mortgagee such other financial and other information as Mortgagee may reasonably request from time to time. If Mortgagor fails to deliver any of the foregoing, financial reports to Mortgagee as required herein, Mortgagee may, at its option, upon reasonable notice, and at the sole expense of Mortgagor, retain the services of an auditor to prepare said reports.

(A) Mortgagor shall permit Mortgagee and its auditors and agents from time to time during regular business hours during the period that the Note is outstanding and for a period of one year thereafter to review Mortgagor's books, records and financial information as Mortgagee may, in its sole and absolute discretion, deem necessary, appropriate or advisable in order to permit Mortgagee to verify, to its satisfaction, any amounts payable under the Note.

3.4 If Mortgagor, immediately after written demand from Mortgagee, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge