

practices consistently applied. Red Roof shall further, at the request of Mortgagee, annually furnish to Mortgagee a list of the tenants of the Mortgaged Property, the expiration dates of all leases, the lease rentals, together with an itemized list of moneys held as security deposits and the identity of the institution where such funds are deposited. Red Roof shall further furnish to Mortgagee from time to time such other financial information as Mortgagee may request.

Section 2.19. Restrictions Upon Sale. Red Roof shall not, without the prior written consent of the Mortgagee, convey, transfer, sell or lease or attempt to convey, transfer, sell or lease all or any part of the Mortgaged Property other than motel unit leases in the ordinary course of business. A failure of Red Roof to maintain the Lease in full force and effect shall constitute a violation of this Section 2.19. It is expressly understood and agreed that any such consent by Mortgagee, if given, shall be upon such terms and conditions as the Mortgagee may, in its discretion, prescribe, including but not by way of limitation, an increase in the interest rate provided for in the Note and the payment by Red Roof or Purchaser of any service fee of Mortgagee.

ARTICLE III

Possession, Use and Release of the Mortgaged Property

Section 3.01. Right Prior to Default. Prior to any default (as hereinafter defined) and after default, if such default shall have been cured or shall have been waived in writing by the Mortgagee, Red Roof shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Property and shall be permitted to manage and