

of the operation of the Mortgaged Property showing in reasonable detail the rents and profits received and disbursements made, together with annual balance sheets and profit and loss statements prepared and certified by an independent certified public accountant, and such interim balance sheets and profit and loss statements as may be reasonably required by Mortgagee. Mortgagor shall also, simultaneously therewith, furnish Mortgagee with a statement certified by Mortgagor containing the name of each tenant, the expiration date of his lease, the amount of his monthly rent or approved maintenance charges, as the case may be, the amount of his security deposit, if any, and the name and address of the federally insured banking institution where the security deposits are kept, together with the account name and number and evidence satisfactory to Mortgagee of the amount of money in the security deposit account as at the date of the certification. Mortgagee will be permitted to examine such books and records and all supporting vouchers and data at a place either within the county in which the Mortgaged Property is located, or in the county where Mortgagor has its principal place of business.

(b) Mortgagor shall also timely deliver to the holder of each Senior Mortgage any financial statement required by it.

15. Mortgagor or Mortgagee, as the case may be, within ten (10) days after written request from the other party, shall furnish a written statement, setting forth the unpaid principal of and interest on the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums and the nature thereof.

16. Notwithstanding any provision of this Mortgage to the contrary, Mortgagor covenants and agrees that should Mortgagor, without the written consent of Mortgagee being first obtained, at any time sell, convey, assign, encumber, lease (except for occupancy) dispose of, or otherwise transfer title to the Mortgaged Property, in whole or in part, to any other party, or in the event the title to the Mortgaged Property becomes vested in any party other than Mortgagor in any manner whatsoever, or if all or a substantial portion of interests in Mortgagor shall be transferred by sale, assignment, or other disposition so as to result in a substantial change in the present control and/or management of Mortgagor by the person or persons now owning said interests, or if Mortgagor changes or permits to be changed the character or use of the premises, then Mortgagor shall have the right, at its option, to declare all sums secured by this Mortgage to be immediately due and payable and avail itself of any and all remedies provided for herein in the event of default, and no waiver of this right shall be effective unless in writing and signed by Mortgagee. Consent by Mortgagee under this Paragraph 16 to one such transaction or occurrence shall not be deemed to be a waiver of the right to require such consent to any subsequent transaction or occurrence. Mortgagee agrees, however, that its consent to such proposed transaction shall not be unreasonably withheld or delayed