

9. (a) The Mortgagor shall keep adequate records and books of account in accordance with generally accepted accounting principles consistently applied and shall permit the Mortgagee and its authorized representatives to enter and inspect the Property, to examine the records and books of account of the Mortgagor with respect thereto and make copies or extracts thereof and to discuss the Mortgagor's affairs, finances and accounts with the Mortgagor, all at such reasonable times as may be requested by the Mortgagee.

(b) The Mortgagor shall (i) within ninety (90) days after the end of each calendar year, furnish to the Mortgagee an audited statement certified by the Mortgagor and an opinion of an independent certified public accountant approved by the Mortgagee that such statement is correct, showing in reasonable detail all items of income and expense from the operation of the Property for such calendar year, (ii) within ten (10) days after written request, a current rent roll showing the names of tenants, space occupied by each tenant, rent paid by each tenant (gross and per square foot), lease security if any, lease or occupancy expiration dates, options for renewal, rental during renewal terms, cancellation provisions and other relevant information, and (iii) from time to time with reasonable promptness, deliver to the Mortgagee such other information with respect to the Mortgagor and the operation of the Property as the Mortgagee may reasonably request.

10. The Mortgagor, within 5 days upon request in person or within 10 days upon request by mail, shall furnish the Mortgagee a written statement, duly acknowledged, of the amount due on this Mortgage and whether any offsets or defenses exist against the indebtedness secured by this Mortgage.

11. If the Mortgagor shall fail to (a) effect the insurance required by paragraph 4, (b) make the payments required by paragraph 5, or (c) perform or observe any of its other covenants or agreements hereunder, the Mortgagee may, but shall not be obligated to, effect, pay, perform or observe the same. All sums, including reasonable attorneys' fees, so expended by the Mortgagee or expended to sustain the lien of this Mortgage or its priority, or to protect or enforce any of the rights of the Mortgagee hereunder, or to recover any indebtedness hereby secured, shall be a lien on the Property, shall be deemed to be added to the indebtedness secured by this Mortgage, and shall be paid by the Mortgagor within 5 days after demand therefor, together with interest thereon at the rate pro-

