

records and all supporting vouchers and data at any time and from time to time upon request by the Mortgagee at the Mortgaged Property or the office of the Mortgagor or at such other place as such books and records are customarily kept and (c) provide the Mortgagee with (i) within forty-five (45) days after the end of each quarter statements showing Mortgagor's financial condition and the results of its operations for each of the first three quarter annual periods of each fiscal year; (ii) annually within one hundred twenty (120) days after the end of Mortgagor's fiscal year such statements at the end of and for the entire fiscal year; and (iii) at the same time Mortgagor delivers the statements referred to in Paragraph 10(c) (i) above, a certificate of the Mortgagor as to whether or not, as of the end of the period covered by such statements and at all times during such periods, the Mortgagor was in compliance with all the provisions of this Mortgage, and if the Mortgagor shall have obtained knowledge of any default in such compliance or notice of such default, it shall disclose in such certificate such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute an Event of Default hereunder, certified to by Mortgagor's President or its chief financial officer and by its accountants, which certificate for the accountants may be qualified as being to their knowledge. Each of the financial statements shall fairly present the results of Mortgagor's operations for the period covered and Mortgagor's financial condition as at the end of such period, in each case in accordance with generally accepted accounting principles consistently applied. Each quarter-annual statement will be certified as such by Mortgagor's President or chief financial officer. Each annual statement will be accompanied by a report by Collins & Ercolini or such other accounting firm approved by Mortgagee, which report will be prepared by a member of the firm other than Robert Ercolini and will not be qualified by reason of any audit limitations imposed by Mortgagor.

11. LEASES: Without the prior written consent of the Mortgagee in each instance, which consent shall not be unreasonably withheld or delayed, the Mortgagor covenants not to (a) modify or amend the Assigned Leases or any other lease of all or any portion of the Mortgaged Property so as to (i) shorten the term, (ii) decrease the rent, (iii) accelerate the payment of rent or (iv) change the terms of any renewal option contained therein; (b) terminate any of said leases except in accordance with its

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