

34. Mortgagor shall not sell, convey or otherwise transfer the Property or management or operating control thereof, nor, if Mortgagor is a partnership, shall a general partner of Mortgagor withdraw, be removed or added, without the prior written approval of Mortgagee. This provision shall apply to every such sale, conveyance or other transfer, withdrawal, removal or addition of general partner regardless of whether by operation of law or otherwise, or whether or not Mortgagee has previously approved or waived its rights hereunder with reference to, any such previous sale, conveyance or other transfer or withdrawal, removal or addition of general partner. Mortgagee shall not be liable for any claim for monetary damages by reason of its failure to approve any sale, conveyance or other transfer or withdrawal, removal or addition of a general partner, and Mortgagor's remedies shall be exclusively limited to declaratory judgment or injunctive relief.

35. The Property shall initially be managed by Ewing-Hungiville Realty & Construction, Inc., but in the event either (a) default shall occur under this Mortgage or (b) the Mortgagee shall become dissatisfied with the performance of the Ewing-Hungiville Realty & Construction, Inc., Mortgagee shall have the right to require Mortgagor to remove Ewing-Hungiville Realty & Construction, Inc. as manager, and to designate a new manager for the Property satisfactory to Mortgagee, and Mortgagor agrees to employ or retain, or cause to be employed or retained, the successor manager approved by Mortgagee on such terms and conditions and under such management agreement approved by Mortgagee, provided, however, the removal of Ewing-Hungiville Realty & Construction, Inc. and the employment of any successor manager shall not be effective in the event of sub-paragraph "(b)" above until thirty (30)