

in Haywood Mall Associates and (c) so long as no Event of Default (nor any event which with notice or lapse of time or both would constitute an Event of Default) exists hereunder, such annual reports need not be certified by an independent public accountant as required in the previous clause, but instead shall be certified as true, correct and complete by a duly authorized officer or manager for the Borrower. Without limiting the foregoing, such statements shall show the detailed annual income and operating expense of the Mortgagor for the project being operated upon the mortgaged premises.

13. Mortgagor agrees that it will (a) submit to and obtain Mortgagee's advance written approval of all future Shopping Center Agreements prior to execution thereof, (b) duly and punctually pay and perform all of its respective obligations under each and all of the Shopping Center Agreements in accordance with the terms thereof, (c) not cancel, amend, or modify in any respect any of the Shopping Center Agreements without the advance written consent of Mortgagee, (d) use its best efforts to deliver to Mortgagee from time to time such certificates as to the status of the Shopping Center Agreements, executed by Mortgagor and/or the other parties to such agreements, as Mortgagee may request, and (e) promptly notify Mortgagee in writing of any default by any party to the Shopping Center Agreements in payment or performance of its respective obligations thereunder.

IT IS MUTUALLY AGREED THAT:

1. All monies and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting, any portion of the Property subject to this Mortgage by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Mortgagee, be paid to the Mortgagee,