

withheld by Mortgagee in Mortgagee's sole discretion until "Completion of the Improvements" (as that term is defined in Section 11.16 hereof) and, thereafter, may be granted or withheld by Mortgagee in Mortgagee's reasonable discretion), any general partner in Mortgagor shall withdraw as general partner of Mortgagor, excepting only Donald R. Davidson who may withdraw as general partner of Mortgagor without Mortgagee's prior written consent, or if any new general partner is admitted as a general partner of Mortgagor by agreement or otherwise in such a manner as to change the management of Mortgagor so that the general partners in Mortgagor as of the date hereof no longer control the management of Mortgagor subsequent to the admission of such new general partner(s), provided, however, that transfers of limited partnership interests in Mortgagor shall not require Mortgagee's consent; or if there is any sale, assignment, transfer, pledge, hypothecation, or other disposition or encumbrance of any general partnership interest in Mortgagor, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld.

Regardless whether Mortgagee's consent is required hereunder, Mortgagor shall notify Mortgagee of any changes in the composition of Mortgagor. Except as provided in this Section 6.6, Mortgagor shall not amend, modify or alter its partnership agreement without the prior written consent of Mortgagee. Notwithstanding the foregoing, Mortgagor and its present general partners shall notify Mortgagee immediately and provide them copies of any amendments or modifications to any of their respective entity, formation or existence documents.

6.7 Disposition or Leasing of Mortgaged Property. If, without the prior written consent of Mortgagee, which may be granted or withheld in Mortgagee's sole discretion, the Mortgagor shall lease the Mortgaged Property in its entirety, or sell, exchange, convey, transfer, or assign, either voluntarily or involuntarily, or agree to do so, any right, title or interest of Mortgagor or of any successor to Mortgagor in or to all or any portion of the Mortgaged Property, except as is permitted by and pursuant to the provisions of Section 11.16 hereof.

6.8 Encumbrance Upon Mortgaged Property. If the Mortgagor shall, without the prior written consent of Mortgagee (which consent may be granted or withheld by Mortgagee in Mortgagee's sole discretion), create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, security deed, pledge, lien (statutory, constitutional or contractual), security interest, encumbrance or charge on, or conditional sale or other title retention agreement with respect to the Mortgaged Property, the Construction Contracts, the Plans, any of Mortgagor's interests under any of the Security Documents or any other asset of Mortgagor, including, without limitation, any promissory notes from limited partners of Mortgagor held by Mortgagor, regardless of whether any such mortgage, security deed, pledge, lien, security interest, encumbrance or charge, conditional sale or title retention agreement is expressly subordinate to the liens of the Security Documents, other than the Permitted Encumbrances, and with respect solely to the filing, without Mortgagor's knowledge or consent, of any such lien, charge or encumbrance not voluntarily created by Mortgagor, if Mortgagor shall not have caused such lien, charge or encumbrance to