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its mortgage the property covered by such additional buildings, together with easements and rights to use streets, sidewalks and parking facilities and access thereto, in common with other tenants of the Mortgagor, such release or releases, however, by the holder of the note secured by this mortgage shall be subject to the following conditions:

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(a) Approval of all documents and title matters relating to such transaction by its General Counsel, and by its South Carolina Counsel, if deemed advisable by the holder of the note secured by this mortgage;

(b) Approval by the holder of the note secured by this mortgage of (i) the proposed type of improvements, and (ii) the proposed over-all parking ratio, which is in no event to be less than 4 to 1;

(c) The imposition of a legally binding restriction on the parcel to be released whereby any subsequent changes in the improvements and parking ratio referred to in the preceding paragraph would require prior written approval of the holder of the note secured by this mortgage; which restriction is to continue in full force and effect so long as the holder of the note secured by this mortgage, or its successors and assigns, has any interest in the Southgate Shopping Center and is to be enforceable by action for damages, specific performance, injunction and any other remedies available under South Carolina law;

(d) The imposition on the owner and its successors and assigns of a legally binding obligation to insert the restriction referred to above in any deed, mortgage, lease or other conveyance of the aforesaid parcel or a part thereof;

(e) The imposition on the owner and its successors and assigns of a legally binding obligation to furnish the holder of the note secured by this mortgage with timely evidence of the payment of all taxes, assessments and other governmental charges applicable to said parcel so long as the holder of the note secured by this mortgage, its successors or assigns, has any interest in the Southgate Shopping Center;

(f) Certification by the appraiser of the holder of the note secured by this mortgage at the time of the release and easement transaction, that such transaction will not have an adverse effect on the remaining security;

(g) Certification by the General Counsel or the local South Carolina Counsel of the holder of the note secured by this mortgage made at the time of the closing of the transaction that said transaction will not violate any of the terms and conditions of the lease to S. S. Kresge Company;

(h) Approval by the title company which issued the mortgagee title policy on this mortgage of the transaction and issuance of its appropriate riders assuring the holder of the note secured by this mortgage of continued title protection satisfactory to it;

(i) A continuation of title on the property securing this loan to the date of closing of the transaction and consent of such of the junior lienors, if any, to the said transaction as the holder of the note secured by this mortgage may consider necessary;

(j) Payment by the owner of all fees and expenses, including title costs and fees and expenses of local counsel of the holder of the note secured by this mortgage, if any, in connection with the closing of the transaction;

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall