

or default by its nature requires more than thirty (30) days for its correction or cure and provided further that Mortgagor commences the correction or cure thereof within the said thirty (30) day period following the giving of such notice and is thereafter continuing with due diligence to effect such correction or cure, then Mortgagor shall have such additional period of time as is reasonably necessary after the expiration of said thirty (30) day period to complete such correction or cure; provided, further, however, if in Lender's sole opinion any such failure or default requires immediate action to protect any of the collateral or security for the subject loan, Lender shall have the right, but not the obligation to commence such correction or cure at Borrower's expense for Lender's reasonable costs and expenses in connection therewith. Prior notice to Borrower shall not be a condition to the commencement of any such action by Lender, but Lender shall notify Borrower in writing promptly thereafter in each event of any such corrective or curative action it is taking in connection therewith.

(iii) The tender or making<sup>knowingly</sup>/of any misrepresentation or statement, certificate, schedule, or report furnished by Mortgagor to Mortgagee in connection with the subject loan which shall prove to be false or misleading in any material respect as of the time made or furnished.

(iv) An attempt by Mortgagor, voluntarily or involuntarily, to create any lien or encumbrances on its interest in the Property, other than the permitted title exceptions or as allowed hereunder or under the Loan Agreement.

(v) In the event (a) HMA sells or otherwise transfers its interest in the Property, unless the successor (the Successor Entity) to Haywood Mall Associates is approved by Mortgagee, which approval shall be based upon such Successor