

Crossing One and (c) A. Dickson Cannon maintains at least a five percent (5%) interest as the sole managing general partner and at least a fifty percent (50%) interest as a Limited Partner in Haywood Holding Company and (d) 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 Mortgagee instead shall accept financial statements in form and substance satisfactory to Mortgagee signed by A. Dickson Cannon. Such statements shall show the detailed annual income and operating expense of the Mortgagor for the project being operated upon the Premises.

12. Mortgagee agrees that the Mortgagee shall have the right to approve the form and substance of all of Mortgagor's apartment leases affecting the Premises and all amendments or modifications to the form of leases previously approved, which approval shall not be withheld unreasonably; Mortgagor shall not without consent of Mortgagee cancel, abridge or otherwise modify any of the leases now or hereafter affecting the premises, or any part thereof, or any of the terms provisions or covenants thereof or accept prepayments of installments thereunder more than one month in advance without Mortgagor's consent; provided, however, nothing herein shall be construed so as to prevent Mortgagor from cancelling or abridging any lease for nonpayment of rent, breach of lessee's covenants thereunder or for any other cause in the normal course of Mortgagor's business, nor from making minor changes or amendments to individual apartment leases in the normal course of business of the Mortgagor without first obtaining consent of the Mortgagee; the Mortgagee shall also approve the form and substance of all agreements for the payment

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