

in a manner satisfactory to Mortgagee.

(c) Evidence, satisfactory to Mortgagee, must be submitted showing that the remaining security and the parcel to be released have been legally subdivided or is exempt from the applicable subdivision regulations;

(d) Mortgagor will furnish a satisfactory current survey, certified to be correct by a registered surveyor, designating the parcel to be released and Mortgagee's remaining security and including the location of all improvements on both parcels;

(e) All documents relating to the partial release will be subject to Mortgagee's approval. Mortgagor will pay all expenses, including Mortgagee's attorneys' fees, in connection with the partial release;

(f) A Supplemental Operating Agreement, a General Expense Agreement, an Amendment to the Operating Agreement and an Amendment to the Easement Agreement (the "Fourth Store Agreements") must be executed between Mortgagor and the said fourth department store, and such other necessary parties containing an agreement by said store to operate under its name for a term satisfactory to Mortgagee and otherwise satisfactory to Mortgagee both in form and substance, and Mortgagor is to furnish Mortgagee with certifications satisfactory to Mortgagee by Mortgagor and the said department store indicating that the Fourth Store Agreements are in full force and effect, that there is no default in existence, and that each party agrees to notify Mortgagee in writing in the event of a default on the part of any other party. Mortgagor will use its best efforts to obtain from the said fourth department store a certification that the Fourth Store Agreements will not be canceled, amended, assigned, or transferred without Mortgagee's prior written consent, except to the extent