

15. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument, that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note and debt secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

16. The covenants herein contained shall bind, and the benefits and the advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, the use of any gender shall be applicable to all genders;

17. Mortgagor shall furnish annually, within four months after the end of each fiscal or operational year, certified copies of balance sheet and Annual Operating Statements on the operation of this property; such statements shall be accompanied by a rent roll in substance and form satisfactory to the Mortgagee containing at least the following information: tenant name; square feet leased; annual rental. In the event of default under any of the terms herein by Mortgagor, Mortgagee shall have the right to require the above-referenced operating statements to be audited by an independent certified public accountant at the cost of the Mortgagor.

18. If the Mortgagor during the term hereof, sells, assigns, or otherwise transfers all, or any part, of the Mortgagor's interest in the property above described and secured hereby, such sale, assignment or transfer being made without express written consent of the Mortgagee, the Mortgagee, at its option, may declare all sums then owing by the Mortgagor to the Mortgagee immediately due and payable at par. It is understood that more partners may be admitted into the Partnership which is the Mortgagor herein and this shall not be deemed a sale so long as the transaction is completed within eighteen (18) months from the date of the loan commitment dated January 10, 1984, as amended by amendment dated February 7, 1984, and the management of the shopping center and control of the Partnership which is the Mortgagor herein is maintained by Leo Eisenberg & Co.; that the Partnership which is the Mortgagor herein would be allowed to add or delete partners who are principals of Leo Eisenberg & Co. during the life of the loan; and that during the first twenty-four (24) months of the loan, the Partnership which is the Mortgagor herein would be allowed to syndicate or sell the project or to arrange an equity joint venture transaction;

19. That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions, and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any lease, now or hereafter in effect, including any amendments or supplements to such lease, covering any part of the above described property or any other property owned or controlled by the Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor in such lease, hereinafter, whether one or more, referred to individually or collectively as "Tenants' leases", and that it will not do, or permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' leases or to abate the rental due thereunder. If the Mortgagor shall, in any manner, fail in this agreement, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said Tenants' leases. Mortgagee shall have the right to enter upon the above described property and any other property owned or controlled by Mortgagor which is affected by any of the Tenants' leases to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such

