

Said Mortgagor further covenants and agrees to deliver to the Mortgagee a complete itemized statement of the annual income and expenses of the property, together with total gross sales of tenants on percentage leases, if any, in relation to the premises, duly certified and prepared in accordance with generally accepted accounting principles on or before three months after the end of each calendar year, covering the period of such year, and to deliver to Mortgagee monthly cash position reports and financial status reports of Textile Hall Corporation's Scheduled textile machinery and related shows.

Said Mortgagor further covenants and agrees to maintain at all times during the term of this mortgage loss of rents insurance payable to both the Mortgagor and the Mortgagee in an amount of not less than \$485,000.00 per year and additional loss of rents insurance in amounts satisfactory to Mortgagee covering each scheduled textile machinery show.

Said Mortgagor further covenants agrees they shall not sell, convey, transfer, lease or further encumber any interest in or any part of the mortgaged property, without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrances made without Mortgagee's prior written consent shall be void. If any person should obtain any interest in all or any part of the mortgaged property pursuant to the execution or enforcement of any Lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor, Mortgagor shall not,

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