

Properties (including all penalties or interest thereon), which at any time prior to, during or in respect of the term hereof may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Company or Mortgagee (including gross receipts or similar taxes payable in respect of the Basic Rent and/or Additional Rent under the Lease), (b) any of the Properties or any rent therefrom or any estate, right or interest therein, or (c) any occupancy, use or possession of or sales from or activity conducted on any of the Properties.

Improvements - all buildings, structures and other improvements presently situated, or hereafter constructed at the Company's expense, upon the Properties or upon any Property.

Individual Mortgages - as defined in Section 3.

Insurance Requirements - all terms of any insurance policy covering or applicable to the Properties or any Property, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Properties or any Property or any use or condition of the Properties or any Property.

Jackson-Atlantic - Jackson-Atlantic, Inc., a Georgia corporation.

Lease - a lease of the Properties dated the date hereof, between the Company, as Lessor, and Jackson-Atlantic, as Lessee,