

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Company, for itself, its successors and assigns, covenants and agrees with the Mortgagee as follows:

ARTICLE I

1. Definitions. As used in this Mortgage, the following terms have the meanings hereinafter set forth:

Alterations - As defined in Section 6(d).

Company Documents - Collectively, this Mortgage, the Mortgage Supplement, if any, the Note Purchase Agreement, the Notes, the Leases and the Lease Assignments.

default - Any condition or event which constitutes or would constitute an Event of Default either with or without notice or lapse of time, or both.

Event of Default - As defined in Article VII.

First Closing Lease - A lease of the First Closing Properties dated as of the date hereof, between the Company, as lessor, and Lessee, as lessee, as the same may at the time be supplemented or amended.

First Closing Lease Assignment - An assignment of the First Closing Lease and the rents payable thereunder, dated as of the date hereof, from the Company to the Mortgagee as collateral security for the payment of the Notes, as the same may at the time be supplemented or amended.

First Closing Properties - As defined in the mortgaging clause.

Impositions - All taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), ground rents, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and