

municipal and public utility easements which may hereafter be granted by the Company and which do not unduly interfere with the use of the affected Property or materially impair the value thereof, and (f) such other title objections as the Mortgagee may approve.

Property - Any one of the First Closing Properties or the Second Closing Properties as the context may require.

Properties - Collectively, the First Closing Properties and, if acquired by the Company on the Second Closing Date, the Second Closing Properties.

Second Closing Date - As defined in the mortgaging clause.

Second Closing Lease - A lease of the Second Closing Properties to be executed and delivered by the Company, as lessor, and Lessee, as lessee, on the Second Closing Date, if the Company acquires the Second Closing Properties on that date, as the same may at the time be supplemented or amended.

Second Closing Lease Assignment - An assignment of the Second Closing Lease and the rents payable thereunder, to be executed and delivered by the Company on the Second Closing Date as collateral security for the Term Note if the Company acquires the Second Closing Properties on that date, as the same may at the time be supplemented or amended.

Second Closing Properties - Certain retail store properties, consisting of land and the buildings and improvements being constructed thereon which the Company contemplates acquiring on the Second Closing Date and which will be more particularly described in Schedule A to the Mortgage Supplement.

Taking - A taking or voluntary conveyance during the term hereof of any one or any part of any of the Properties, or any interest therein or right accruing thereto or use thereof, as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain.

Term Note - As defined in the mortgaging clause.

Unavoidable Delays - Delays due to strikes, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Company, provided that lack of funds shall not be