

switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, stoves, ranges, refrigerators, dishwashers, cabinets, office equipment, furniture and furnishings, partitions, ducts and compressors, lawn mowers, and all right, title and interest of Mortgagor in and to Building Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code and hereinafter called "Security Agreements") superior in priority to the priority of this mortgage; and the Mortgagor agrees to execute and deliver, from time to time, such further instruments (including further Security Agreements) as may be requested by the Mortgagee to confirm the lien of this mortgage on any Building Equipment;

TO HAVE AND TO HOLD the same, and all the estate, right, title, interest, homestead, separate estate, property, possession, claim and demand whatsoever in law and in equity of Mortgagor in and to the same unto Mortgagee, its successors and assigns forever, and Mortgagor does hereby bind its successors and assigns to warrant and forever defend all and singular the said premises and Building Equipment unto Mortgagee, its successors and assigns, from and against the Mortgagor, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Mortgagor further covenants and agrees as follows:

1. Mortgagor does hereby covenant with Mortgagee that it is lawfully indefeasibly seized of the premises and the Building Equipment in fee simple absolute and has good right and lawful authority to convey, sell or encumber the same and that the premises and Building Equipment are free and clear of all liens, encumbrances, easements and other matters, except as to matters listed on Exhibit C attached hereto (hereinafter referred to as "Permitted Liens").

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