

including the Gross Receipts of the Corporation, as defined in the Agreement and in Exhibit "C" attached hereto and made a part hereof, from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, and tenant security deposits relating to the Facilities), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Corporation of, in, and to the same, subject only to Permitted Encumbrances.

TO HAVE AND TO HOLD the Facilities, the Gross Receipts and other property described herein, together with all and singular the rights, members and appurtenances thereof, to the use and benefit of Issuer, its successors and assigns, forever, to secure the payment of the amounts payable by the corporation under the Agreement and any amendments or supplements thereto and all obligations of the Corporation under this Mortgage.

ARTICLE II

DEFINITIONS

All words and phrases defined in Article I of the Agreement and Article I of the Indenture shall have the same meaning in this Mortgage, and the Agreement and Indenture are, by this reference thereto, incorporated herein and made a part hereof.

ARTICLE III

SECURITY FOR ADDITIONAL BONDS AND PARITY INDEBTEDNESS

Pursuant to the provisions of Article IV of the Indenture, the Issuer is authorized to issue Additional Bonds, and pursuant to Section 1202 of the Agreement, the Corporation is authorized to incur Parity Indebtedness. Such Additional Bonds or Parity Indebtedness, as the case may be, may be issued or incurred to finance the cost of completing as well as the cost of making any additions, improvements, extensions, alterations, modifications or changes to the Facilities (including, without limitation, the Project) or for acquiring or constructing Other Facilities (as defined in the Agreement), provided that all of the conditions and requirements for the issuance or incurrence of such Additional Bonds or Parity Indebtedness, as the case may be,