

with respect to the foregoing (A), (B) or (C), that notice of the Issuer's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. Subject to Permitted Encumbrances and the provisions of Sections 4.1, 4.2 and 4.5 hereof, the Corporation further covenants and agrees that all of the Facilities Equipment shall be owned by the Corporation and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than the Corporation; nor shall the Corporation create or cause to be created any security interest or lien covering any such property, other than the security interest created herein in favor of the Issuer and the rights of tenants lawfully occupying the Facilities.

(b) The Corporation warrants that (i) the Corporation's (that is, "Debtor's") name, identity or corporate structure, and its residence or principal place of business, are as set forth in subsection (c) hereof; (ii) the Corporation (that is, "Debtor") has been using or operating under said name, identity or corporate structure without change from the time period set forth in subsection (c) hereof; and (iii) the location of the collateral presently in existence is upon the Land. The Corporation covenants and agrees that the Corporation will furnish the Issuer and the Trustee with notice of any change in the matters addressed by clauses (i) and (iii) of this subsection within thirty (30) days of the effective date of any such change, and the Corporation will promptly execute any financing statements or other instruments deemed necessary by the Issuer or the Trustee to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) The information provided in this subsection is provided in order that this Mortgage shall comply with all the requirements of the Uniform Commercial Code, as enacted in the State, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party," the identity or corporate structure and residence or principal place of business of the "Debtor" and the time period for which the "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in Schedule 1 of Exhibit "D", attached hereto and made a

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