

nation M-4 and dated the date hereof, in the original principal amount of \$1,800,000, or so much of the Loans as may from time to time be advanced (the "Note"); and

WHEREAS, in order to secure: (a) payment of the principal and interest of the Loans, including any renewals, modifications or extensions thereof; (b) payment of all other sums agreed to be paid by Mortgagor; and (c) the performance and discharge of each and every obligation, covenant and agreement of Mortgagor contained in this Mortgage and the Loan Agreement and in any and all assignments of Mortgagor's interest in leases, or other instruments of security executed by Mortgagor as of even date herewith or at any time subsequent to the date hereof for the purpose of further securing any indebtedness hereby secured, Mortgagor has granted to Mortgagee, by assignment and security agreement of even date herewith (as such agreement may from time to time be amended, modified and supplemented, the "Assignment and Security Agreement") a security interest in (i) all personal property used in the operation of the Mortgaged Premises (as hereinafter defined), (ii) the Franchise Agreement and (iii) all leases, licenses and concession agreements pertaining to the Mortgaged Premises;

NOW, THEREFORE, in order to secure: (a) payment of the principal and interest of the Loans, including any renewals, modifications or extensions thereof; (b) payment of all other sums agreed to be paid by Mortgagor; and (c) the performance and discharge of each and every obligation, covenant and agreement of Mortgagor contained in this Mortgage and the Loan Agreement and in any and all assignments of Mortgagor's interest in leases, or other instruments of security executed by Mortgagor as of even date herewith or at any time subsequent to the date hereof for the purpose of further securing any indebtedness hereby secured, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, and CONFIRMS unto Mortgagee, all of the following contained in Granting Clauses I to IV inclusive (all of which are herein sometimes collectively called the "Mortgaged Premises"):

GRANTING CLAUSE I

Leasehold Estate. The leasehold estate of Mortgagor created by the Ground Lease and all right, title and interest of Mortgagor in the Ground Lease, including the options set forth in paragraph 6 thereof, and any modifications, extensions or renewals thereof (the "Leasehold Estate");

GRANTING CLAUSE II

Buildings, Improvements and Building Equipment. All right, title and interest of Mortgagor in and to (i) the buildings, structures and improvements now or at any time hereafter erected, constructed and situated upon the Land or any part thereof and (ii) all apparatus, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, elevators, fittings, piping, connections, conduits, ducts, equipment and other like personal property of every kind and description now or hereafter affixed or attached to