

consent of Mortgagee so long as this Mortgage is in effect, provided that there shall be excepted from the provisions of this Section 1.16(f) a surrender upon (i) the expiration of the term of the Lease, (ii) the termination by the lessor thereunder pursuant to the provisions thereof or (iii) a termination in which this Mortgage shall attach to and cover and become a lien upon the fee title to the Land.

(g) That Mortgagor shall, promptly after the execution and delivery of this Mortgage or of any instrument or agreement supplemental to this Mortgage, notify the lessor under the Lease in writing of the execution and delivery thereof and deliver to such lessor a copy of each such mortgage, instrument or agreement, as the case may be.

(h) That if the Lease is terminated prior to the natural expiration of its term by reason of default of the lessee thereunder, and if, pursuant to any provision of the Lease, or otherwise, Mortgagee or its designee shall acquire from the lessor thereunder a new lease of the Property, or of any part of the Property, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby.

(i) Mortgagor hereby warrants that the Lease is in all respects valid and subsisting, that it is not in default under any of its terms or provisions; that no controversies exist involving any claim of such default, and that the term of the Lease expires on December 31, 2034, subject however, to being extended by the exercise of the renewal options set forth therein.

## ARTICLE II SECURITY AGREEMENT

2.01 Creation of a Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property and owned by Mortgagor, for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

2.02 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants that, to its best knowledge and belief: