

form of business association agreement; (iii) any and all Leases; (iv) any and all covenants, conditions, or restrictions applicable to the Mortgaged Property or the ownership, use or occupancy thereof; and (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Mortgaged Property and to which Mortgagor may be bound, including, without limitation, any lease or other contract pursuant to which Mortgagor is granted a possessory interest in the Land.

1.10 Mortgaged Property: The Land, Buildings, Fixtures (as defined in Paragraph 1.7) and Personalty (as defined in Paragraph 1.15 hereinbelow) and Rents (as defined in Paragraph 1.17 hereinbelow), together with:

1.10.1 All rights, title, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto;

1.10.2 All improvements, betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and

1.10.3 All of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Buildings or Fixtures, including, but not limited to, those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings and those for municipal utility district or other utility costs incurred in connection with the Land.

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all, or where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein.

1.11 Note: Shall mean and refer to (i) the purchase money promissory note of even date herewith, executed by Mortgagor payable to the order of Mortgagee in the amount of EIGHTEEN MILLION TWO HUNDRED THIRTY-FIVE THOUSAND and No/100 (\$18,235,000.00) DOLLARS and secured by this Mortgage and any and all renewals, rearrangements, enlargements or extensions of such promissory note or of any promissory note or notes given therefor.