

1694-245

All information requested by Mortgagee to consider the terms and conditions of any such transfer, conveyance, divestment or encumbrance will be delivered by Mortgagor to Mortgagee immediately upon request. If the indebtedness evidenced by the Note is accelerated by Mortgagee as a result of a breach of this Section 1.17, Mortgagor shall be obligated to pay the applicable prepayment premium set forth in the Note and Mortgagor hereby waives any right it may have to prepay the Note in whole or in part without paying such prepayment premium. NOTICE: MORTGAGEE RESERVES THE RIGHT (A) TO INCREASE THE INTEREST RATE ON THE NOTE TO A THEN CURRENT MARKET INTEREST RATE AS DETERMINED SOLELY BY MORTGAGEE IN THE EVENT MORTGAGEE IS REQUESTED TO APPROVE AND DOES APPROVE ANY TRANSFER, CONVEYANCE OR ENCUMBRANCE REFERRED TO IN THIS SECTION, (B) TO CHARGE A REASONABLE FEE IN CONNECTION WITH SUCH APPROVAL AND (C) TO CHANGE THE TERMS AND CONDITIONS OF THE NOTE AND THIS MORTGAGE, AND MORTGAGOR HEREBY AGREES NOT TO OBJECT TO SUCH INCREASE IN THE INTEREST RATE, THE PAYMENT OF SUCH FEE OR SUCH CHANGE IN THE TERMS AND CONDITIONS OF THE NOTE AND THIS MORTGAGE.

1.18 Other Business. Mortgagor shall not engage in any business that is not related to the use or occupancy of the Property.

1.19 Restrictions to Transfers of Partnership Interest. That Mortgagor's general partner, The Seventeenth Daniel Realty Investment Corporation, shall at all times during the term of this Loan (i) remain a general partner of Mortgagor and (ii) remain a wholly-owned subsidiary or sub-subsidiary of Daniel International Corporation, Daniel Realty Corporation or Fluor Corporation.

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 as follows:

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