

- (c) the grant of a leasehold interest in a part of the mortgaged premises of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is on a leasehold);
- (d) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Mortgagor having been sold or transferred since commencement of amortization of the Note; and
- (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

13. Warranties Respecting Equipment. Except for equipment owned or purchased by any tenants or any part or parts of the mortgaged premises, the Mortgagor warrants that the Mortgagor owns all equipment described in this Mortgage free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage and the other Loan Documents and Permitted Liens. The Mortgagor further warrants that, as to equipment hereafter acquired, the Mortgagor will own all such equipment at the time it is brought on the mortgaged premises and thereafter free and clear of any and all liens and security interests except for the lien and security interest granted or permitted by this Mortgage and by any other security instrument or agreement executed and delivered to the Mortgagee or except as otherwise permitted by the Note (e.g. Permitted Liens).

14. Security Interest. This Mortgage shall, as to any equipment covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon reasonable prior request of the Mortgagee, to furnish an inventory of equipment owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagee, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of equipment. Upon the occurrence of any of the events of default referred to in Paragraph 10 hereof, the Mortgagee shall have all of the rights and remedies therein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to sell and dispose of the same and distribute the