

(j) Land: The real estate or interest therein described in Exhibit "A" attached hereto and incorporated herein by this reference, all Fixtures or other improvements situated thereon and all rights, titles and interests appurtenant thereto.

(k) Leases: Any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, together with all security and other deposits made in connection therewith, and all other agreements, such as engineers' contracts, utility contracts, maintenance agreements and service contracts, which in any way relate to the use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property, save and except any and all leases, subleases or other agreements pursuant to which Mortgagor is granted a possessory interest in the Land.

(l) Legal Requirements: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Mortgagor, any Guarantor or the Mortgaged Property, including, without limiting the generality of the foregoing, the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof; (ii) any and all covenants, conditions and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the Mortgaged Property or the ownership, use or occupancy thereof; (iii) Mortgagor's or any Guarantor's presently or subsequently effective By-laws and Articles of Incorporation or Partnership, Limited Partnership, Joint Venture, Trust or other form of business association agreement; (iv) any and all Leases; and (v) any and all leases other than those described in (iv) above, and other contracts (written or oral) of any nature that relate in any way to the Mortgaged Property and to which Mortgagor or any Guarantor may be bound, including, without limiting the generality of the foregoing, any lease or other contract pursuant to which Mortgagor is granted a possessory interest in the Land.

(m) Loan Agreement: That certain Loan Agreement, dated of even date herewith, between Mortgagee and Mortgagor, relating to the Land and the Improvements, which Loan Agreement is incorporated herein by reference to the same extent and effect as if fully set forth herein and made a part hereof.

(n) Mortgaged Property: The Land, Improvements, Fixtures, Personalty [as defined in Paragraph 1.1(t) hereinbelow], Plans [as defined in Paragraph 1.1(u) hereinbelow], Leases and Rents [as defined in Paragraph 1.1(v) hereinbelow] together with:

(i) All rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, and appurtenances in anywise appertaining thereto, and all right, title and interest, if any, of Mortgagor, in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

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