

of Mortgagee to make future advances or readvances to Mortgagor except to the extent set forth in the Note; provided, however, that said indebtedness and all other sums secured hereby shall in no event exceed \$100,000,000.00, plus interest thereon and all charges and expenses of collection incurred by Mortgagee, including court costs and attorneys' fees.

b. Payment of all sums advanced by Mortgagee pursuant to this Mortgage to protect the Property, together with interest thereon at the rate per annum (the "Default Rate") of interest that shall be the lesser of (i) the maximum permitted by law or (ii) the greater of 14.50% or a percentage equal to the then current discount rate of the Richmond Federal Reserve Bank plus 5%.

c. Performance of Mortgagor's obligations hereunder, under the Note and under an assignment of leases and rents of even date herewith (the "Assignment of Rents") between Mortgagor (as assignor) and Mortgagee (as assignee), pursuant to which Mortgagor is assigning to Mortgagee, inter alia, an improvements lease dated as of November 15, 1984, between Mortgagor, as lessor, and Fee Owner, as lessee (the "Improvements Lease").

This Mortgage, the Note, the Assignment of Rents, that certain Guaranty dated as of November 15, 1984 (the "Guaranty Agreement"), between Fluor Corporation, a Delaware Corporation, and Mortgagor (with the benefits thereunder having been assigned to Mortgagee as additional collateral for Mortgagor's obligations hereunder), and that certain Operating Deficit Agreement, dated as of November 15, 1984 (the "Operating Deficit Agreement"), among Fee Owner, Fluor Corporation and Mortgagor (with the benefits thereunder having been assigned to Mortgagee as additional collateral for Mortgagor's obligations hereunder) and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereinafter be referred to as the "Loan Instruments."