

TOGETHER WITH, all of Mortgagor's and Fee Owner's right, title, and interest in and to all leases, licenses, rents, issues and profits as to or arising out of the Property.

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, which Mortgagor or Fee Owner now has or may hereafter acquire in any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Mortgagor or Fee Owner now has or may hereafter acquire with respect to the proceeds of insurance in effect with respect to all or any part of the Property.

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Mortgagor or Fee Owner now has or may hereafter acquire against anyone with respect to any damage to all or any part of the property, including without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the Improvements and damage resulting therefrom.

FOR THE PURPOSE OF SECURING:

a. The payment of principal and accrued interest under that certain promissory note due December 1, 2014, from Mortgagor to Mortgagee in the original principal amount of \$7,500,000.00 (the "Note"), being a portion of the purchase price for the premises herein described.

b. The 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 14.5% or a percentage equal to the then current discount rate of the Richmond Federal Reserve Bank plus 5%.

c. The performance of Mortgagor's obligations hereunder, under the Note and under an assignment of leases and rents (the "Assignment of Rents") of even date herewith between Mortgagor (as assignor) and Mortgagee (as assignee).