

any such building structure or improvement as shall be now or hereafter used or procured for use in connection with the heating, cooling, lighting, plumbing, ventilating, air conditioning, refrigeration, cleaning or general operation and which are structural components of any such building, structure, or improvement and including all building materials delivered to the building site for incorporation into any such building, structure or improvement or any such structural component thereof (all of which property set forth in clause (ii) other than the foundations and footings are hereinafter referred to as the "Building Equipment"), together with any and all alterations, replacements and additions to any such building, structure or improvement or Building Equipment, whether made by Mortgagor or any successor in interest (all of the foregoing including the Building Equipment being hereinafter sometimes collectively called the "Buildings");

#### GRANTING CLAUSE III

Assignment of Rents and Other Rights and Interests of Mortgagor in or Appurtenant to the Leasehold Estate and Buildings. All right, title and interest of Mortgagor now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, privileges, easements, franchises, leases, licenses, and appurtenances belonging or in any wise appertaining to the property described in the preceding Granting Clauses and the reversions, remainders, rents, issues and profits thereof, including all interest of Mortgagor as landlord in and to all present and future licenses, leases, tenancies and occupancies of space in the Buildings and in each and every sublease of the entire or any part of the Land, and all the estate, rights, title and interest, claim and demand whatsoever, in law or in equity, which Mortgagor now has or may hereafter acquire in and to such property, including, without intending to limit the generality of the foregoing, any award in condemnation;

#### GRANTING CLAUSE IV

Further Property of Mortgagor. All right, title, and interest of Mortgagor in and to all property and rights, if any, which are, by the express provisions of this Mortgage, required to be subjected to the lien hereof; and all right, title and interest of Mortgagor in and to any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof, by Mortgagor or by anyone in its behalf. All right, title, and interest in the Land which may be acquired by Mortgagor pursuant to the exercise of options under the Lease to purchase the Land.

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee, and the successor of said Mortgagee, if any, and the assigns of said Mortgagee and successors forever.

Mortgagor warrants that (i) it is lawfully possessed and is the lawful owner of the Leasehold Estate; (ii) the Ground Lease is a valid and subsisting demise of the Land for the term therein set forth and there are no defaults there-