

WHEREAS, the Note Agreement, dated August 8, 1978, as amended and restated as of January 1, 1984 (said Note Agreement, as so amended and restated and as it may hereafter be further amended or otherwise modified from time to time, being herein called the "Note Agreement"), among the Company and Prudential, under which the Company has issued a Note to Prudential guaranteed by the Guarantor (herein called the "Note"), prohibits the lien of this Mortgage; and

WHEREAS, Prudential is willing to consent to an amendment of the Note Agreement to permit this Mortgage if the indebtedness to it under the Note Agreement and the Note is equally and ratably secured by this Mortgage;

NOW, THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged and in order to secure the payment of the Obligations (as defined in paragraph 1 hereof), the Mortgagor hereby grants, bargains, sells, conveys, mortgages, assigns, confirms and transfers to the Agent and its successors and assigns forever, all right, title and interest of the Mortgagor in the following described real and other property and all substitutions for, and replacements, reversions, and remainders of such property, whether now owned or held or hereafter acquired by Mortgagor (collectively, the "Mortgaged Property"):

All those plots, pieces or parcels of land more particularly described in Exhibit A annexed hereto and made a part hereof (the "Land"), together with all and singular the tenements, hereditaments, privileges, easements, rights of way, franchises and appurtenances now or hereafter belonging or pertaining to the Land and all of the Mortgagor's right, title and interest in and to the streets, roads, ways and areas adjacent thereto.

Together with all buildings, plants, structures and other improvements, and all fixtures that are owned by the Mortgagor and may now or hereafter be located upon, or used in connection with, the Land (collectively the "Buildings"; the Buildings and the Land are hereinafter collectively referred to as the "Real Estate").

Together with all proceeds of the Mortgaged Property; and the Mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid proceeds to the Agent, free and clear and dis-