

1122-000

Grantee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, assigned and released, and by these presents does grant, bargain, sell, assign and release unto Grantee, its successors and assigns, all of its right, title and interest in and to the leasehold interest acquired as a result of the Base Leases.

TOGETHER WITH all right, title and interest of Grantor in and to all buildings and improvements located on the premises (including subsurface structures and foundations), all buildings, structures and improvements hereafter erected thereon and all building equipment, supplies, and other personal property of Grantor located on the premises and used in the operation and maintenance thereof or of any building, structure or improvement thereon, whether or not affixed to the realty, including without limitation fixtures, machinery, apparatus, fittings, elevators, tools, air-conditioning systems and equipment and all additions, alterations, restorations, repairs and replacements of any of the foregoing.

TOGETHER WITH any and all easements, rights, members, hereditaments, or appurtenances of Grantor belonging or in any way incident or appertaining to the premises.

TOGETHER WITH all the right, title and interest of Grantor in and to all subleases of portions of the premises now made, executed or delivered, whether written or verbal, or to be hereafter made, as said subleases may have been, or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income and profits due and being due thereon, except Grantor's pro rata share of any percentage rent that has commenced to accrue prior to the date hereof, including specifically, without limiting the generality thereof, the subleases identified in the Schedule of Leases designated as Exhibit B attached hereto and incorporated herein; provided, however, that Grantee shall have no obligation to collect rents past due as of the date hereof but shall promptly remit any such rents collected to Grantor.

SUBJECT, HOWEVER, to the title exceptions as more particularly set forth in Exhibit C attached hereto and incorporated herein.

PROVIDED, FURTHER, that before and until Grantor is relieved of any personal liability under the Base Leases and any mortgages encumbering the premises or the leasehold interest herein conveyed, Grantee shall keep the