

**DEED OF TRUST, MORTGAGE,
SECURITY AGREEMENT and ASSIGNMENT OF LEASES AND RENTS**

This DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT and ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as this "Mortgage") dated as of January 21, 1994, made by Price Financing Partnership, L.P., a Delaware limited partnership, having an address at 35 Century Park-Way, Salt Lake City, Utah 84115 (the "Mortgagor"); Continental Bank, National Association, a national banking association, having an address at 231 South LaSalle Street, Chicago Illinois 60697, as trustee for the benefit of the Noteholders under the Indenture (the "Mortgagee") (each of the foregoing terms as hereinafter defined), and First American Title Insurance Company, a California corporation, having an address at 114 East 5th Street, Santa Ana, California 92701, as "Idaho Trustee", "New Mexico Trustee", "Washington Trustee" and "Wyoming Trustee", and First American Title Company of Utah, a Utah corporation, having an address at 330 East 400 South, Salt Lake City, Utah 84111, as "Utah Trustee" (each, a "Trustee" of the Mortgaged Property in and for the State for which it is designated above as a Trustee, and collectively, the "Trustees").

W I T N E S S E T H :

WHEREAS, the Mortgagor is the owner of the leasehold estate in certain real property located in Boise, Idaho and commonly known as the Boise Towne Square, as more particularly described in Exhibit "A-1(a)" attached hereto and made a part hereof (the "Boise Leasehold Premises") pursuant to the terms of the Boise Ground Lease (as hereinafter defined), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Boise, Idaho and commonly known as Boise Towne Square, as more particularly described in Exhibit "A-1(b)" attached hereto and made a part hereof (the "Boise Fee Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Logan, Utah and commonly known as the Cache Valley Mall, as more particularly described in Exhibit "A-2" attached hereto and made a part hereof (the "Cache Valley Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of the leasehold estate in certain real property located in Salt Lake City, Utah and commonly known as the Cottonwood Mall, as more particularly described in Exhibit "A-3(a)" attached hereto and made a part hereof (the "Cottonwood Leasehold Premises") pursuant to the terms of the Cottonwood Ground Lease (as hereinafter defined), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Salt Lake City, Utah and commonly known as the Cottonwood Mall, as more particularly described in Exhibit "A-3(b)" attached hereto and made a part hereof (the "Cottonwood Fee Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Clovis, New Mexico and commonly known as the North Plains Mall, as more particularly described in Exhibit "A-4" attached hereto and made a part hereof (the "North Plains Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of the leasehold estate in certain real property located in Pocatello, Idaho and commonly known as the Pine Ridge Mall, as more particularly described in Exhibit "A-5(a)" attached hereto and made a part hereof (the "Pine Ridge Leasehold Premises"); pursuant to the terms of the Pine Ridge Ground Lease (as hereinafter defined), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Pocatello, Idaho and commonly known as the Pine Ridge Mall, as more particularly described in Exhibit "A-5(b)" attached hereto and made a part hereof (the "Pine Ridge Fee Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in St. George, Utah and commonly known as the Red Cliffs Mall, as more particularly described in Exhibit "A-6" attached hereto and made a part hereof (the "Red Cliffs Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Kelso, Washington and commonly known as the Three Rivers Mall, as more particularly described in Exhibit "A-7" attached hereto and made a part hereof (the "Three Rivers Premises"), and all buildings and improvements located thereon;

WHEREAS, the Mortgagor is also the owner of certain real property located in Rock Springs, Wyoming and commonly known as the White Mountain Mall, as more particularly described in Exhibit "A-8" attached hereto and made a part hereof (the "White Mountain Premises"), and all buildings and improvements located thereon;

WHEREAS, the Boise Leasehold Premises, the Boise Fee Premises, the Cache Valley Premises, the Cottonwood Leasehold Premises, the Cottonwood Fee Premises, the North Plains Premises, the Pine Ridge Leasehold Premises, the Pine Ridge Fee Premises, the Red Cliffs Premises, the Three Rivers Premises, and the White Mountain Premises are collectively referred to herein as the "Premises";

WHEREAS, pursuant to that certain Note Issuance Agency Agreement (the "Agency Agreement"), dated the date hereof, between Price Capital Corp., a Delaware corporation (the "Issuer") and the Mortgagor, the Issuer acting as agent for the Mortgagor and not as principal, has agreed to issue Collateralized 6.37% Notes due 2001 in an aggregate principal amount of \$95,000,000 (the "Loan Amount") pursuant to an Indenture (hereinafter defined) made between Issuer, acting as agent for the Mortgagor, and the Mortgagee, as Trustee for the benefit of the Noteholders (hereinafter defined) (which notes, and any other notes issued pursuant to the Indenture, are collectively referred to herein as the "Notes"), and which Notes and Indenture is the obligation of the Mortgagor as principal;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby covenants and agrees as follows:

I. This Mortgage shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall be deemed to be effective as of the date hereof.

II. Any reference in the Notes or any other instrument to the mortgage securing the Notes shall be deemed to refer to this Mortgage.

TO SECURE:

(i) payment and performance of all covenants, conditions, liabilities and obligations contained in, and payment of the indebtedness evidenced by, the Notes, plus all interest, additional interest and additional amounts payable thereunder; and

(ii) payment and performance of all covenants, conditions, liabilities and obligations of the Mortgagor contained in this Mortgage and any extensions, renewals or modifications hereof; and

(iii) payment and performance of all covenants, conditions, liabilities and obligations of each of the Issuer and the Mortgagor contained in the Indenture and each of the other Loan Documents (as hereinafter defined); and

(iv) without limiting the generality of the foregoing, and subject to the provisions of Section 6.05 of the Indenture, payment of all other indebtedness and liabilities, direct or indirect, of each of the Issuer and the Mortgagor to the Mortgagee, due or to become due hereunder, under any other Loan Document (including, without limitation, any future advances, disbursements, payments and reimbursements made, and charges, expenses and costs incurred by the Mortgagee pursuant to the Notes, this Mortgage or such other Loan Documents) even if the aggregate amount of indebtedness outstanding at any one time exceeds the aggregate face amount of the Notes (all of the foregoing indebtedness, monetary liabilities and obligations set forth in clauses (i)-(iv) above, collectively, the "Indebtedness"; and payment of the Indebtedness together with the performance of all covenants, conditions and obligations set forth in clauses (i)-(iv) above, collectively, the "Obligations");

GRANTING CLAUSES

The Mortgagor hereby mortgages, grants, bargains, sells, conveys, transfers, pledges, assigns, promises, releases and sets over unto and confirms to the Mortgagee, the Idaho Trustee, the New Mexico Trustee, the Utah Trustee, the Washington Trustee and the Wyoming Trustee, respectively, as to the Individual Property located in each respective state, for the benefit of the Mortgagee, as beneficiary, and hereby mortgages to the Mortgagee and creates a Lien (as

hereinafter defined) on and security interest in all of its right, title and interest in and to the following (collectively, the "Mortgaged Property"):

(A) the Premises;

(B) all of the Mortgagor's right, title and interest in and to buildings, foundations, structures, improvements and fixtures (as defined in the Uniform Commercial Code) now or hereafter located or erected on the Premises (the "Improvements");

(C) all of the Mortgagor's right, title and interest in and to (i) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Premises, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying thereunder, (ii) all zoning, development, air, lateral support, drainage, oil, gas, mineral and other rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Premises and/or Improvements, (iii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Premises, and (iv) all estate, right, title, interest, claim or demand whatsoever, either at law or in equity in possession or expectancy, of, in and to the Premises (collectively, the "Appurtenances"); and together with the Premises and the Improvements, collectively, the "Real Estate");

(D) all of the Mortgagor's right, title and interest in and to all equipment (as defined in the Uniform Commercial Code) including, without limitation, all of the machinery, appliances, apparatus, equipment, fittings, fixtures, materials, articles of personal property and goods of every kind and nature whatsoever, and all additions to and renewals and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Real Estate, or any part thereof, and used or usable or intended to be used in connection with the complete and comfortable use, ownership, management, maintenance, enjoyment or operation of the Real Estate in any present or future occupancy or use thereof and now owned or leased or hereafter owned or leased by the Mortgagor including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, stokers, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, stoves, ranges, refrigerators, dishwashers, cabinets, office equipment, furniture and furnishings, partitions, ducts and compressors (other than equipment and personal property of tenants of the Premises or the Improvements, or any part thereof) (hereinafter collectively called "Building Equipment") and the Mortgagor agrees to execute and deliver, from time to time, such further instruments (including, without limitation, any financing statements under the Uniform Commercial Code of the State in which the applicable Premises are located (the "UCC")) as may be necessary or reasonably requested by the Mortgagee to confirm the lien of this Mortgage on any Building Equipment;

(E) all of the Mortgagor's right, title and interest in, to and under all leases, sub-leases, underlettings, concession agreements and licenses of the Real Estate and Building Equipment, or any part thereof now existing or hereafter entered into by the Mortgagor including, without limitation, any cash and securities deposited thereunder (collectively, the "Leases"), and the right to receive and collect the revenues, income, rents, security deposits, issues, profits, royalties and other benefits payable under any of the Leases or Operating Agreements (as hereinafter defined) otherwise arising from the use or enjoyment of all or any portion of the Real Estate and Building Equipment (collectively, the "Rents");

(F) all of the Mortgagor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments heretofore and hereafter made to the Mortgagor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Real Estate or any easement appurtenant thereto, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Real Estate, whether direct or consequential, which said awards and payments are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Indebtedness in such order as the Mortgagee may determine, without regard to the adequacy of the Mortgagee's security hereunder and notwithstanding the fact that the amount thereof may not then be due and payable, and toward the counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such awards or payments; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all further assignments and other instruments sufficient for the purpose of confirming this assignment of said proceeds, judgments, claims, compensation awards or payments to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever;

(G) all of the Mortgagor's right, title and interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Mortgaged Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, liability insurance, title insurance or any other insurance maintained on or with respect to the Real Estate and Building Equipment and all of the Mortgagor's interest in and to all unearned premiums paid under insurance policies now or hereafter obtained by the Mortgagor insuring the Real Estate and the Building Equipment and any other insurance policies required to be maintained pursuant to Section 5 hereof including, without limitation, liability insurance policies;

(H) all of the Mortgagor's right, title and interest in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate and the Building Equipment, hereafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Real Estate, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein;

(I) all of the Mortgagor's right, title and interest in, to and under to the extent the same may be encumbered or assigned by the Mortgagor pursuant to the terms thereof, (i) the Operating Agreements and all contracts and agreements relating to the Real Estate, and other documents, books and records related to the ownership and operation of the Real Estate; (ii) all consents, licenses, approvals, warranties, guaranties, building and other permits and government approvals relating to or required for the construction, completion, occupancy and operation of the Real Estate; (iii) all of the Mortgagor's right, title and interest, if any, in and to plans and specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; and (iv) all such other contracts and agreements from time to time executed by the Mortgagor relating to the ownership leasing, construction, maintenance, operation, occupancy, sale or financing of the Real Estate together with all rights of the Mortgagor to compel performance of the terms of such contracts and agreements;

(J) all of the Mortgagor's right, title and interest in any and all monies now or hereafter deposited hereunder (including in the Operating Account (as hereinafter defined) and the account maintained pursuant to Section 6(b) hereof) or elsewhere for payment of Impositions (as hereinafter defined), premiums on insurance policies maintained on or with respect to the Real Estate and Building Equipment, Operating Expenses, or restoration costs (following a casualty or condemnation);

(K) all of the Mortgagor's right, title and interest in, to and under all escrows, documents, instruments, accounts, chattel paper and general intangibles, as the foregoing terms are defined in the UCC, and, to the extent the same may be encumbered or assigned by the Mortgagor pursuant to the terms thereof, all contract rights, franchises, books, records, plans, specifications, permits, licenses, approvals, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Real Estate or Building Equipment or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the "Intangibles");

(L) all proceeds (as defined in the UCC) of any of the foregoing and all substitutions and replacements thereof;

(M) (i) all of the Mortgagor's interest in that certain Ground Lease (as amended, the "Boise Ground Lease"), more particularly described in Exhibit I(a) attached hereto and made a part hereof, (ii) all of the Mortgagor's interest in that certain Ground Lease (as amended, the "Cottonwood Ground Lease"), more particularly described in Exhibit I(b) attached hereto and made a part hereof, and (iii) all of the Mortgagor's interest in that certain Ground Lease (as amended, the "Pine Ridge Ground Lease"), more particularly described in Exhibit I(c) attached hereto and made a part hereof (the Boise Ground Lease, the Cottonwood Ground Lease and the Pine Ridge Ground Lease, collectively, hereafter, the "Ground Leases"); and

(N) (i) all estate, right, title and interest of the Mortgagor in, to, under or derived from the Boise Ground Lease affecting the Boise Leasehold Premises, together with all amendments, supplements, consolidations, replacements, extensions, renewals and other

modifications of the Boise Ground Lease now or hereafter entered into in accordance with the provisions thereof, together with all right, title or interest of the Mortgagor in, to, under or derived from the Boise Leasehold Premises and the Improvements now or hereafter located thereon which may at any time be acquired by the Mortgagor by the terms of the Boise Ground Lease, including the right of the Mortgagor to possession under Section 365 of the Bankruptcy Code (hereinafter defined) in the event of the rejection of the Boise Ground Lease by the landlord thereunder or its trustee pursuant to said Section, and together with all rights and benefits of whatsoever nature derived or to be derived by the Mortgagor under the Boise Ground Lease, including (subject to the terms hereof) the rights to exercise options, to modify, extend or terminate the Boise Ground Lease, to surrender the Boise Ground Lease and to elect to treat the Boise Ground Lease as rejected or to remain in possession under Section 365(h) of the Bankruptcy Code.

(ii) all estate, right, title and interest of the Mortgagor in, to, under or derived from the Cottonwood Ground Lease affecting the Cottonwood Leasehold Premises, together with all amendments, supplements, consolidations, replacements, extensions, renewals and other modifications of the Cottonwood Ground Lease now or hereafter entered into in accordance with the provisions thereof, together with all right, title or interest of the Mortgagor in, to, under or derived from the Cottonwood Leasehold Premises and the Improvements now or hereafter located thereon which may at any time be acquired by the Mortgagor by the terms of the Cottonwood Ground Lease, including the right of the Mortgagor to possession under Section 365 of the Bankruptcy Code (hereinafter defined) in the event of the rejection of the Cottonwood Ground Lease by the landlord thereunder or its trustee pursuant to said Section, and together with all rights and benefits of whatsoever nature derived or to be derived by the Mortgagor under the Cottonwood Ground Lease, including (subject to the terms hereof) the rights to exercise options, to modify, extend or terminate the Cottonwood Ground Lease, to surrender the Cottonwood Ground Lease and to elect to treat the Cottonwood Ground Lease as rejected or to remain in possession under Section 365(h) of the Bankruptcy Code.

(iii) all estate, right, title and interest of the Mortgagor in, to, under or derived from the Pine Ridge Ground Lease affecting the Pine Ridge Leasehold Premises, together with all amendments, supplements, consolidations, replacements, extensions, renewals and other modifications of the Pine Ridge Ground Lease now or hereafter entered into in accordance with the provisions thereof, together with all right, title or interest of the Mortgagor in, to, under or derived from the Pine Ridge Leasehold Premises and the Improvements now or hereafter located thereon which may at any time be acquired by the Mortgagor by the terms of the Pine Ridge Ground Lease, including the right of the Mortgagor to possession under Section 365 of the Bankruptcy Code (hereinafter defined) in the event of the rejection of the Pine Ridge Ground Lease by the landlord thereunder or its trustee pursuant to said Section, and together with all rights and benefits of whatsoever nature derived or to be derived by the Mortgagor under the Pine Ridge Ground Lease, including (subject to the terms hereof) the rights to exercise options, to modify, extend or terminate the Pine Ridge Ground Lease, to surrender the Pine Ridge Ground Lease and to elect to treat the Pine Ridge Ground Lease as rejected or to remain in possession under Section 365(h) of the Bankruptcy Code.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns forever, upon the terms and conditions set forth herein.

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Indenture. The words "herein," "hereof" and "hereunder" and other words of like import refer to this Mortgage as a whole and not to any particular Section, subsection or other subdivision. In addition, wherever used in this Mortgage, the following terms, and the singular and plural thereof, shall have the following meanings:

Additional Indebtedness: Shall mean (i) all indebtedness of the Mortgagor for borrowed money or for the deferred purchase price of property or services, (ii) all indebtedness evidenced by a note, bond, debenture or similar instrument or supporting the issuance of any Credit Facilities hereunder, (iii) the face amount of all letters of credit issued for the account of the Mortgagor and without duplication, all unreimbursed amounts drawn thereunder, (iv) all indebtedness of the Mortgagor secured by a Lien on any property owned by the Mortgagor whether or not such indebtedness has been assumed, and (v) all contractual contingent liabilities of the Mortgagor; provided, however, that in no event shall the Indebtedness or any part thereof be deemed to constitute Additional Indebtedness of the Mortgagor.

Affiliate: With respect to any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms "controlling" and "controlled" have the meanings correlative to the foregoing. For purposes of Section 11(d)(iv) hereof, "Affiliate" shall only mean Price Development Company, Limited Partnership, a Maryland limited partnership, or any future holder of the beneficial ownership of the Mortgagor.

Agency Agreement: As defined in the recitals hereof.

Allocated Loan Amount: Shall mean the portion of the Loan Amount allocated to each Individual Property as set forth in Exhibit B annexed hereto and made a part hereof, as such amounts shall be adjusted from time to time as hereinafter set forth. Upon each adjustment in the Indebtedness (defined for purposes of this definition as solely the aggregate principal amount of the Notes) (each, a "Total Adjustment"), whether as a result of amortization, prepayment or otherwise, each Allocated Loan Amount shall be increased or decreased, as the case may be, by an amount equal to the product of (i) the Total Adjustment, and (ii) a fraction, the numerator of which is the applicable Allocated Loan Amount (prior to the adjustment in question) and the denominator of which is the Indebtedness prior to the adjustment to the Indebtedness resulting in the recalculation of the Allocated Loan Amount. However, when the Indebtedness is reduced as a result of the Mortgagee's receipt of (i) a Release Price, the Allocated Loan Amount for the Individual Property being released and discharged from the encumbrance of this Mortgage and related Loan Documents shall be reduced to zero (the amount by which such Allocated Loan Amount is reduced being referred to as the "Released Allocated Amount"), and each other Allocated Loan Amount shall be decreased by an amount equal to the product of (1)

the excess of (a) the Release Price over (b) the Released Allocated Amount, and (2) a fraction, the numerator of which is the applicable Allocated Loan Amount (prior to the adjustment in question) and the denominator of which is the aggregate of all of the Allocated Loan Amounts other than the Release Allocated Amount (prior to the adjustment in question) or (ii) Net Proceeds (hereinafter defined) or Proceeds (hereinafter defined) and any Deficiency Payment paid in connection therewith (other than excess Proceeds remaining after restoration), the Allocated Loan Amount for the Individual Property with respect to which (i) the Net Proceeds or (ii) Proceeds and any Deficiency Payment, as the case may be, were received shall be reduced to zero (such Allocated Loan Amount being referred to as the "Withdrawn Allocated Amount"), and each other Allocated Loan Amount shall (x) if the Net Proceeds or the aggregate of Proceeds and any related Deficiency Payment exceed the Withdrawn Allocated Amount (such excess being referred to as the "Withdrawal Excess"), be decreased by an amount equal to the product of (1) the Withdrawal Excess and (2) a fraction, the numerator of which is the applicable Allocated Loan Amount (prior to the adjustment in question) and the denominator of which is the aggregate of all of the Allocated Loan Amounts other than the Withdrawn Allocated Amount (such fraction being referred to as the "Adjustment Fraction"), (y) if the Withdrawn Allocated Amount exceeds the Net Proceeds or the aggregate of Proceeds and any related Deficiency Payment (such excess being referred to as the "Withdrawal Deficiency") be increased by an amount equal to the product of (1) the Withdrawal Deficiency and (2) the Adjustment Fraction, or (z) if the Net Proceeds or the aggregate of Proceeds and any related Deficiency Payment equal the Withdrawn Allocated Amount, remain unadjusted.

Alteration: As defined in Section 12(c) hereof.

Annualized Cash Flow: Shall mean, with respect to an applicable Measuring Period, an amount equal to the Cash Flow with respect to such Measuring Period (as defined in Section 46 hereof).

Annualized Debt Service: Shall mean, with respect to any Measuring Period, an amount equal to the aggregate interest payments that would have been made during such Measuring Period in accordance with the provisions of the Notes and other Additional Indebtedness secured by the Mortgaged Property or any portion thereof.

Approved Banks: Shall mean banks which have (i) a minimum net worth of \$500,000,000 and/or total assets of \$5 Billion and (ii) a minimum unsecured, unguaranteed and unsubordinated long term debt rating of AAA by S&P and AAA by D&P.

Boise Ground Lease: As defined in granting clause (M)(i) hereof.

Building Equipment: As defined in granting clause (D) hereof.

Business Day: Shall mean any day (except Saturday or Sunday) on which banks are open for business in Chicago, Illinois (or such other city in which the Mortgagee's Corporate Trust office is located), Salt Lake City, Utah and New York City.

Cash and Cash Equivalents: Shall mean (i) cash, (ii) direct obligations of the United States Government, including, without limitation, treasury bills, notes and bonds, (iii) interest bearing or discounted obligations of Federal agencies and government sponsored entities or pools of such instruments offered by the Mortgagee or Approved Banks (provided that in the case of the Mortgagee all funds deposited with it by the Mortgagor shall be invested only in Eligible Investments (as defined in the Indenture) or Cash and Cash Equivalents) and dealers, including, without limitation, Federal Home Loan Mortgage Corporation participation sale certificates, Government National Mortgage Association modified pass-through certificates, Federal National Mortgage Association bonds and notes, Federal Farm Credit System securities, (iv) time deposits, domestic and Eurodollar certificates of deposit, bankers acceptances, commercial paper rated at least A-1+ by S&P and A1 by D&P and/or guaranteed by at least an A1+ rating by S&P and A1 by D&P, floating rate notes, other money market instruments and letters of credit each issued by Approved Banks, (v) non-callable unsecured, unguaranteed and unsubordinated obligations of domestic corporations, including, without limitation, commercial paper, bonds, debentures, and loan participations, each of which is rated at least A-1+ by S&P and A1 by D&P (short term obligations) or AAA by S&P and AAA by D&P (long term obligations), (vi) obligations issued by states and local governments or their agencies, rated at least A1+ by S&P and A1 by D&P (short term obligations) or AAA by S&P and AAA by D&P (long term obligations) and/or guaranteed by an irrevocable letter of credit of an Approved Bank, and (vii) repurchase agreements with Approved Banks and primary government securities dealers fully secured by U.S. Government or agency collateral equal to or exceeding the principal amount on a daily basis and held in safekeeping.

Cash Flow: Shall mean, with respect to any period, the excess of Operating Income over Operating Expenses for such period on an accrual basis.

Casualty Amount: As defined in Section 6(b) hereof.

Code: Shall mean the Internal Revenue Code of 1986, as amended.

Cottonwood Ground Lease: As defined in granting clause (M)(ii) hereof.

Credit Facility: Shall mean a Letter of Credit or Surety Bond in respect of which the Mortgagor's reimbursement obligation is not secured by the Mortgaged Property or any part thereof, and the Mortgagor must be able to grant to the Mortgagee a perfected security interest as may be required herein.

D&P: Shall mean Duff & Phelps Credit Rating Co. or any successor thereto.

Debt Service Coverage Ratio: Shall mean the quotient (expressed as a fraction) obtained by dividing aggregate Cash Flow from the Mortgaged Property for a specified period by the aggregate amount of principal and interest payments that would be due and payable during such period in respect of the Indebtedness and all Additional Indebtedness (if applicable).

Default: The occurrence or existence of any event or condition which with or without the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder.

Defeasance: As defined in Section 47 hereof.

Defeasance Collateral: Shall mean Defeasance Eligible Investments included in the Mortgaged Property as collateral pursuant to Sections 46, 47 and 48 hereof (including, without limitation, all amounts then on deposit in the Defeasance Collateral Account)

Defeasance Collateral Account: As defined in Section 48 hereof.

Defeasance Eligible Investments: Shall mean obligations or securities not subject to prepayment, call or early redemption which are direct obligations of, or obligations fully guaranteed as to timely payment by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America, or other securities, which are not rated lower than the Required Rating, the ownership of which will not cause the Mortgagor to be an "investment company" under the Investment Company Act of 1940, as amended, as evidenced by an opinion of counsel acceptable to the Mortgagee.

Direct Beneficial Owner: Price Development Company, Limited Partnership, a Maryland limited partnership, or such other Persons who may in the future own any direct ownership interest in the Mortgagor or any successor of the Mortgagor.

Environmental Claim: Any claim, action, cause of action, investigation or written notice by any Person alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, natural resource damages, property damages, personal injuries, or penalties) arising out of, based upon or resulting from (i) the presence or release into the environment of any Hazardous Substances from, at or under the Real Estate or (ii) the violation, or alleged violation, of any Environmental Law relating to the Real Estate.

Environmental Laws: Any and all Federal, state and local laws, statutes, rules, ordinances, judicial decisions, permits, licenses, regulations and other governmental restrictions relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), including, without limitation, laws, statutes, rules, ordinances, judicial decisions, permits, licenses, regulations and other governmental restrictions relating to emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, Hazardous Substances or wastes or the cleanup or other remediation thereof.

Events of Default: The occurrence of any of the following shall constitute an Event of Default under this Mortgage:

(a) Any "Event of Default" as defined in the Notes, the Indenture or any other Loan Document shall exist; or

(b) Failure to pay any other amount due and payable hereunder, which continues for a period of thirty (30) Business Days after written demand by the Mortgagee for payment thereof; or

(c) Failure to (i) keep in force the insurance required by this Mortgage, or (ii) comply with and conform to all provisions and requirements of the insurance policies and the insurers thereunder which would affect the Mortgagor's ability to keep in force the insurance required by this Mortgage or to collect any proceeds therefrom; or

(d) Any violation of the terms of Section 7(b) (subject to the terms of Section 7(c)) or Section 11(a) of this Mortgage; or

(e) Any other material default in the observance, performance, payment, or breach, of any covenant, representation or warranty of any Mortgagor contained herein or in any other Loan Document or in any certificate delivered by any Mortgagor pursuant to this Mortgage or any other Loan Document (other than a covenant, representation or warranty, a default in the performance, payment of or the breach of which is specifically dealt with elsewhere in this definition), which default is not cured within thirty (30) Business Days after written notice thereof from the Mortgagee to the Mortgagor or, in the case of performance of an Obligation other than payment of Indebtedness of the Mortgagor, if such default is not susceptible of being cured with diligence within said thirty (30) Business Day period, such additional period of time as may be reasonably necessary to cure same provided the Mortgagor commences such cure within said thirty (30) Business Day period and diligently prosecutes same subject to Excusable Delays, until its completion; but in no event shall such extended period exceed one hundred eighty (180) days, subject to Excusable Delays, unless, only in the case of cures requiring construction or remedial work, such cure cannot with diligence be completed within such 180 day period in which case (provided that the Mortgagor then certifies to the Mortgagee that it is diligently pursuing such construction or remedial work) such period shall be extended for an additional one hundred eighty (180) day period in order to complete such construction or remedial work, subject to Excusable Delays; or

(f) The entry by a court of (A) a decree or order for relief in respect of the Mortgagor in an involuntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Mortgagor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Mortgagor under any applicable Federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Mortgagor or of any substantial part of any of its property, or ordering the winding up or liquidation of any of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

(g) The commencement by the Mortgagor of a voluntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by any of them to the entry of a decree or order for relief in respect of the Mortgagor in an involuntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by the Mortgagor of a petition or answer or consent seeking reorganization or relief under any applicable Federal or state law, or the consent by the Mortgagor to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of a Mortgagor or of any substantial part of any of its property, or the making by the Mortgagor of an assignment for the benefit of creditors, or the admission by the Mortgagor in writing of its inability to pay its debts generally as they become due; or

(h) If the Mortgagor shall be in default beyond any applicable notice or cure periods pursuant to the terms of any of the Ground Leases, unless such default(s) shall have been waived or not declared by the respective landlord(s) under any of the Ground Leases, or if the leasehold estate(s) created by any of the Ground Leases shall be surrendered, or any of the Ground Leases shall be terminated or cancelled for any reason or under any circumstance whatsoever, or if any of the terms, covenants or conditions of any of the Ground Leases, shall be waived, modified, changed, supplemented, altered or amended in such a way as to materially and adversely affect the Mortgagor's rights thereunder without the consent of the Mortgagee, unless any such default, surrender, termination, cancellation or waiver, modification or amendment will not materially and adversely affect the Mortgagor's ability to repay the indebtedness secured hereby as and when due.

Notwithstanding anything to the contrary contained in this Mortgage or the Loan Documents, no grace period or right to notice granted to the Mortgagor herein with respect to any Event of Default is intended to duplicate any other grace period or right to notice granted herein or in the other Loan Documents with respect to such Event of Default and in the event of any inconsistency, the grace period or right to notice granted herein shall apply.

Exculpated Parties: As defined in Section 35 hereof.

Excusable Delay: Shall mean a delay due to acts of God or the public enemy, acts of declared or undeclared war, public disorder, rebellion, riot or sabotage, epidemics, landslides, lightning, fire, hurricanes, tornadoes, earthquakes, nuclear disasters or meltdowns, floods, power outages, governmental action, strikes, shortages of supplies or labor, work stoppages, computer failure or similar causes beyond the reasonable control of the Mortgagor (other than the mere lack of available funds).

Expansion Space: As defined in Section 25 hereof.

GAAP: As defined in Section 14(a) hereof.

Governmental Authority: Any Federal, state or local government or any other political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.

Ground Leases: As defined in granting clause (M) hereof.

Hazardous Substance: Any material waste or substance which is:

(i) included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in or pursuant to any Environmental Law, or subject to regulation under any Environmental Law;

(ii) listed in the United States Department of Transportation Optional Hazardous Materials Table, 49 C.F.R. § 172.101 enacted as of the date hereof or hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as enacted as of the date hereof or as hereafter amended; or

(iii) explosive, toxic, radioactive, asbestos, a polychlorinated biphenyl, corrosive or other hazardous substance including oil or petroleum, its derivatives, by-products and other hydrocarbons or any constituent elements displaying any of the foregoing characteristics.

Impositions: All taxes (including, without limitation, all ad valorem, sales (including those imposed on lease rentals), use, single business, gross receipts, value added, privilege or license or similar taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Mortgage), water, sewer or other rents and charges (including all charges for services as described in Section 12(f) hereof), excises, levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Mortgaged Property and/or any Rents (including all interest and penalties thereon), which at any time prior to, during or in respect of any period while this Mortgage is in effect may be assessed or imposed on or in respect of or be a Lien upon (a) the Mortgagor (including, without limitation, all income, franchise, single business or other taxes imposed on any Mortgagor for the privilege of doing business in the jurisdiction in which any part of the Mortgaged Property is located) or the Mortgagee, (b) the Mortgaged Property, or any other collateral delivered or pledged to the Mortgagee in connection with the Loan, or any part thereof, or any Rents therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, or in connection with the Mortgaged Property or the leasing or use of all or any part thereof. Nothing contained in this Mortgage shall be construed to require the Mortgagor to pay any tax, assessment, levy or charge imposed on the Mortgagee (or any Noteholder) in the nature of a franchise, capital levy, estate, inheritance, succession, income or net revenue tax.

Improvements: As defined in granting clause (B) hereof.

Indebtedness: As defined in the recitals hereof.

Indemnified Parties: As defined in Section 39 hereof.

Indenture: Shall mean the Indenture, dated as of the date hereof, between the Mortgagee, as trustee for the benefit of the Noteholders, and the Issuers, acting as agent for the Mortgagor, with respect to the issuance of the Notes.

Independent Accountant: Price Waterhouse, or another firm of nationally recognized, independent certified public accountants selected by the Mortgagor, which shall certify to the Mortgagee that it is independent of the Mortgagor, the Manager and their respective Affiliates.

Independent Appraiser: Brown, Chudleigh, Schuler & Associates, or another independent appraiser selected by the Mortgagor which is a member of the American Institute of Real Estate Appraisers having at least ten (10) years of experience in the valuation of commercial properties in the real estate market in which the Individual Properties are located, which shall certify to the Mortgagee that it is independent of the Mortgagor, the Manager and their respective Affiliates.

Independent Architect: Law-Kingdon, Inc., or another independent architect selected by the Mortgagor, licensed to practice in the State in which the relevant Individual Property is located, which shall certify to the Mortgagee that it is independent of the Mortgagor, the Manager and their respective Affiliates.

Individual Property: Shall mean that portion of the Mortgaged Property located at or otherwise pertaining to each of the locations described in Exhibits A-1(a) and (b), A-2, A-3(a) and (b), A-4, A-5(a) and (b), A-6, A-7 and A-8.

Insurance Requirements: Shall mean all terms of any insurance policy required hereunder covering or applicable to the Real Estate or Building Equipment or any part thereof, all requirements of the issuers of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Real Estate or Building Equipment or any part thereof or any use of the Real Estate or Building Equipment or any part thereof.

Investment Grade: Shall mean a long-term unsecured debt rating not lower than A by S&P and A by D&P.

Issuer: As defined in the recitals hereof.

Leases: As defined in granting clause (E) hereof.

Legal Requirements: As defined in Section 13.

Letter of Credit: Shall mean a clean, irrevocable, unconditional transferable letter of credit in favor of the Mortgagee and entitling the Mortgagee to draw thereon in New York, New York or in such other city as the Mortgagee's Corporate Trust Office may from time to time be located, issued by a domestic bank or the U.S. agency or branch of a foreign bank the investment rating of which is not less than the Required Rating applicable thereto. Any Letter of Credit obtained by the Mortgagor pursuant to this Mortgage shall provide that the issuers thereof shall notify the Mortgagee in the event of a downgrade in the rating of such issuers and, in the event of any such downgrade, the Mortgagee shall be entitled immediately to draw upon such Letter of Credit, unless the Mortgagor shall obtain a substitute Letter of Credit from an issuer which satisfies the criteria set forth herein within thirty (30) days after the Mortgagor becomes aware of such downgrade.

Lien: Any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance of, on or affecting the Mortgaged Property or any portion thereof or any interest therein, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanics', materialmen's and other similar liens and encumbrances.

Loan Amount: As defined in the recitals hereof.

Loan Documents: This Mortgage, the Indenture, the Notes, the Agency Agreement and any and all other agreements, instruments or documents evidencing, securing or delivered in connection with the transactions contemplated hereby.

Major Leases: Shall mean the Leases (including all amendments and supplements thereto) set forth on Exhibit D annexed hereto and made a part hereof.

Management Agreement: Shall mean the agreement identified on Exhibit E annexed hereto and made a part hereof.

Manager: Price Development Company, Limited Partnership, a Maryland limited partnership, or an Affiliate thereof.

Material Alteration: As defined in Section 12(d).

Material Alteration Amount: As defined in Section 12(d).

Material Lease: As defined in Section 15(a).

Maximum Foreseeable Casualty Loss: As defined in Section 5(b).

Measuring Period: As defined in Section 46.

Minimum Defeasance Collateral Requirement: Shall mean with respect to a Property Release (hereinafter defined) resulting in a Defeasance, Defeasance Collateral in an

amount sufficient to pay scheduled principal payments, if any, during the remaining years to maturity of the Notes equal to 125% of the sum of (i) the initial Allocated Loan Amount with respect to the Individual Property being released (each, as a Released Property, as hereinafter defined), and (ii) the remaining scheduled interest payments on the portion of the Notes equal to such Allocated Loan Amount. All Defeasance Collateral must mature on or before the Maturity Date.

Mortgage: This instrument, as it may be amended, modified, extended or supplemented from time to time.

Mortgage Escrow Amounts: As defined in Section 8(a).

Mortgaged Property: As defined in the Granting Clauses hereof.

Net Proceeds: Shall mean (i) (x) the purchase price (at foreclosure or otherwise) actually received by the Mortgagee with respect to one (1) or more Individual Properties as a result of the exercise by the Mortgagee of its rights, powers, privileges and other remedies after the occurrence of an Event of Default, or (y) in the event that the Mortgagee (or the Mortgagee's nominee) is the purchaser at foreclosure of one or more of such Individual Properties (constituting all or any portion of the Mortgaged Property) by credit bid, then the purchase price received by the Mortgagee (the "Purchase Price") shall be the amount actually received by the Mortgagee upon its ultimate disposition of the Individual Property or Individual Properties so acquired by credit bid, in either case less (ii) all costs and expenses, including, without limitation, all brokerage fees, if applicable, appraisal fees, architect, engineer, environmental consultant and other professional fees and reasonable attorneys fees and disbursements incurred by the Mortgagee in connection with the exercise of such remedies and in connection with its efforts to dispose of the Individual Property or Individual Properties in question (including without limitation the cost to repair and restore the same in preparation for sale) and in connection with the ultimate disposition of the Individual Property or Individual Properties in question and all Operating Expenses of the Individual Property or Individual Properties in question in excess of Operating Income; provided, however, that such costs and expenses shall not be deducted from such Purchase Price to the extent such amounts previously have been added to the Indebtedness in accordance with the terms of this Mortgage or applicable law or otherwise paid by or on behalf of the Mortgagor from sources other than foreclosure or sales proceeds. Prior to the ultimate disposition by the Mortgagee of any Individual Property purchased by the Mortgagee by credit bid, all Operating Income derived from and Operating Expenses incurred with respect to, such Individual Property shall be deposited into, or paid out of, the Operating Account in the same manner as other monies received in respect of the Mortgaged Property. Nothing herein providing a credit for Net Proceeds against the Indebtedness in connection with a foreclosure of any Individual Property shall be construed to prevent or delay the simultaneous or subsequent foreclosure of any other Individual Property.

Nondisturbance Agreement: As defined in Section 15(e).

Noteholder: Shall mean the Person who is the holder of a Note from time to time.

Notes: As defined in the recitals hereof.

Obligations: As defined in the recitals hereof.

Officer's Certificate: A certificate delivered to the Mortgagee and signed by the President or a Vice President of the general partner of the Mortgagor.

Operating Account: As defined in Section 40.

Operating Agreements: Shall mean, collectively, (i) the Operating Agreements (including all amendments and supplements thereto) identified on Exhibit F annexed hereto and made a part hereof and (ii) the Management Agreement.

Operating Expenses: Shall mean, for any period, all expenses paid or to be paid by the Mortgagor (or by the Manager for the account of the Mortgagor) during such period in connection with the operation of the Mortgaged Property, determined on an accrual basis, in accordance with GAAP, including, without limitation, (i) costs and expenses related to tenant improvements required to be paid or reimbursed under the Leases, (ii) all payments required to be made to the Manager pursuant to the Management Agreement and all other payments required to be made pursuant to the Operating Agreements, (iii) legal, accounting, appraisal and other professional fees and disbursements, including annual fees and other amounts (including indemnity payments) payable annually or otherwise to the Mortgagee in accordance with the Indenture and to S&P or D&P in connection with the Notes, (iv) fees and expenses of the Mortgagee (if any) paid by the Mortgagor, and (v) all customary banking fees, charges and expenses paid by the Mortgagor or for the account of the Mortgagor (or offset against such accounts) in connection with the Operating Account, Property Accounts, escrow accounts and other accounts required to be maintained under any of the Loan Documents. Notwithstanding the foregoing, Operating Expenses shall not include (1) depreciation or amortization, (2) any expenses which in accordance with GAAP should be capitalized (other than current charges for any such expenses included in the preceding sentence), (3) the principal of and interest on the Notes, and (4) any item of expense which would otherwise be considered within Operating Expenses pursuant to the provisions above but is paid directly by any Tenant.

Operating Income: Shall mean, for any period, all income paid or to be paid to the Mortgagor (or to the Manager for the account of the Mortgagor) from any Person during such period in connection with the operation of the Mortgaged Property, determined on an accrual basis, in accordance with GAAP.

Opinion of Counsel: Shall mean an opinion of counsel of a nationally recognized law firm.

Permitted Exceptions: Those matters set forth on Exhibit G annexed hereto and made a part hereof.

Permitted Owner: Shall mean a Person that is or that owns or controls or that is a general partner in any of the following Persons:

(i) a Person which, together with its Affiliates, exclusive of the Mortgaged Property, has a current net worth of at least \$100 million and total assets of at least \$200 million and who owns at least two (2) other regional shopping malls containing at least two (2) anchor tenants and 150,000 square feet of mall space exclusive of space occupied by anchor tenants, and if such Person intends to be the Manager hereunder, such Person must also manage at least four (4) other regional shopping malls containing at least 5,000,000 square feet of space inclusive of space occupied by anchor tenants;

(ii) a pension fund, account or trust or an investment established by such an entity, which has total assets of at least \$100 million, exclusive of the Mortgaged Property, and which is managed by a Person which controls at least \$200 million in real estate assets and who manages at least four (4) other regional shopping malls containing at least 5,000,000 square feet of space inclusive of space occupied by anchor tenants; or

(iii) an entity in which any combination of the Persons set forth in clauses (i) or (ii) is a general partner or controls at least a 25% interest.

Person: Shall mean any individual, corporation, partnership, joint venture, estate, trust, unincorporated association, any Federal, state, county or municipal government or any political subdivision thereof.

Pine Ridge Ground Lease: As defined in granting clause (M)(iii) hereof.

Proceeds: As defined in Section 6.

Pro Forma Annualized Cash Flow: Shall mean Annualized Cash Flow reduced by an amount equal to all Operating Income for the applicable Measuring Period attributable to the Individual Property proposed to be released and increased by an amount equal to all Operating Expenses for the applicable Measuring Period attributable to such Individual Property.

Pro Forma Annualized Debt Service: Shall mean Annualized Debt Service for the applicable Measuring Period decreased by an amount equal to the Annualized Debt Service for the applicable Measuring Period with respect to the Allocated Loan Amount relating to the Individual Property to be released.

Qualified Fire Protection Engineer: Shall mean (a) an independent engineer duly licensed in the state where the Real Estate is located who shall either (x) have at least five (5) years' experience evaluating fire and life safety systems and estimating casualty insurance claims or (y) be certified as a qualified fire protection engineer (or equivalent) by a professional, trade or other, similar association of recognized standing, (b) a reputable insurance broker having an in-house engineering and loss control group capable of estimating casualty insurance claims, or (c) an insurer meeting the criteria set forth in Section 5(b) hereof or a qualified employee thereof, in each case selected by the Mortgagor, but who shall be independent of the Mortgagor, the Manager, and their respective Affiliates and who shall certify such independence.

Qualifying Manager: As defined in Section 19(a).

Real Estate: As defined in granting clause (C) hereof.

Release Date: As defined in Section 46 hereof.

Release Price: As defined in Section 46 hereof.

Renewal Lease: As defined in Section 15(b) hereof.

Rents: As defined in granting clause (E) hereof.

Replaced Property: As defined in Section 53(a) hereof.

Required Opinion: Shall mean an Opinion of Counsel addressed to the Mortgagee and dated as of the date of delivery to the effect that (i) the Defeasance Collateral has been duly and validly assigned and delivered to the Mortgagee, (ii) the security interest of the Mortgagee for the ratable benefit of the Note Holders, with respect to Defeasance Collateral, is a first priority perfected security interest as security for payment of the Notes, which opinion may contain, and be subject to, conditions, exceptions or qualifications as are then customarily included in such opinions, (iii) making the payment which accompanies such opinion would not constitute an avoidable preference under Section 547 of the Bankruptcy Code (hereinafter defined) or under applicable state law in the event of a filing of a petition for relief under the Bankruptcy Code or such applicable state law by or against the Mortgagor, as to the portion of the Defeasance Collateral that is equal to the fair market value of the Released Property and (iv) the Defeasance Collateral would not be part of the bankrupt estate under Section 541 of the Bankruptcy Code or be subject to the automatic stay under Section 362 of the Bankruptcy Code in the event of a filing of a petition for relief under the Bankruptcy Code by or against the Mortgagor.

Required Rating: Shall mean a claims paying ability rating or long term unsecured rating not lower than AAA by S&P and AAA by D&P, in all cases, except in the case of a Credit Facility delivered in accordance with Section 12(d) or Section 25(c) hereof, the maturity or expiration date of which does not exceed three (3) months, and in such excepted cases shall mean a short term debt rating not lower than A-1+ by S&P and A1 by D&P, respectively.

Single Purpose Entity: Shall mean a Person, other than an individual, which is formed or organized solely for the purpose of holding, directly, an interest in respect of all or substantially all of the Mortgaged Property as contemplated in Section 11(a) hereof, does not engage in any business unrelated to such property, does not have any assets other than those related to its interest in such property or any indebtedness other than that related to such property and as permitted by this Mortgage or the other Loan Documents, has its own separate books and records and its own accounts, in each case which are separate and apart from the books and records and accounts of any other Person, and holds itself out as being a Person, separate and apart from any other Person.

Special Auditor's Report: A report from the Independent Accountants stating that they have conducted an examination in accordance with generally accepted auditing standards and expressing an opinion on the matters reported therein.

Substitute Mortgage: As defined in Section 53(a) hereof.

Substitute Property: As defined in Section 53(a) hereof.

Substitution Date: As defined in Section 53(c)(i) hereof.

Surety Bond: Shall mean a clean, irrevocable, unconditional surety bond in favor of the Mortgagee and entitling the Mortgagee to draw thereon in New York, New York or in the city in which the Corporate Trust Office may from time to time be located, issued by a domestic insurance company the claims paying ability rating of which is not less than the Required Rating applicable thereto.

S&P: Shall mean Standard & Poor's Ratings Group or any successor thereto.

Taking: Shall mean a temporary or permanent taking by any Governmental Authority as the result of the exercise of the right of condemnation or eminent domain of all or any Part of the Mortgaged Property, or any interest therein or right accruing thereto, including any right of access thereto or any change of grade affecting the Land or any part thereof. "Taking" shall include any Transfer of all or any part of the Mortgaged Property in lieu of or in anticipation of a taking.

Tenant: Shall mean any Person leasing any portion of the Premises and obligated to pay rent pursuant to a Lease.

Total Loss: Shall mean (i) with respect to a casualty, damage or destruction of an Individual Property to the extent that the Mortgagor is not required, under the applicable Major Leases or Operating Agreements, to apply Proceeds to the restoration of the Individual Property or (ii) with respect to a Taking, a permanent Taking of twenty-five (25%) percent or more of the gross leasable area of an Individual Property or so much of an Individual Property such that it would be impracticable, even after restoration, to operate the Individual Property as an economically viable shopping center and for which the applicable Major Leases and Operating Agreements do not require such restoration.

Transfer: As defined in Section 11(a) hereof.

UCC: As defined in granting clause (D) hereof.

Work: As defined in Section 6(c) hereof.

REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor represents and warrants to and covenants and agrees with the Mortgagee as follows:

2. Warranty of Title. That this Mortgage upon its due execution and proper recordation is and will remain a valid and enforceable first mortgage Lien on and security interest in the Real Estate (other than as to the fee interest in the Boise Leasehold Premises, the Cottonwood Leasehold Premises and the Pine Ridge Leasehold Premises), a valid and enforceable first mortgage Lien on and security interest in a) the Mortgagor's leasehold interest in the Boise Leasehold Premises under the Boise Ground Lease, b) the Mortgagor's leasehold interest in the Cottonwood Leasehold Premises under the Cottonwood Ground Lease and c) the Mortgagor's leasehold interest in the Pine Ridge Leasehold Premises under the Pine Ridge Ground Lease and a valid and enforceable first priority security interest in its right, title and interest in and to the personal property located on the Premises, in each case subject to no Liens, charges or encumbrances other than the applicable Permitted Exceptions. That it owns good and insurable fee simple title to the Real Estate (other than as to the fee interests in a) the Boise Leasehold Premises, b) the Cottonwood Leasehold Premises and c) the Pine Ridge Leasehold Premises as to which the Mortgagor has a valid and subsisting leasehold interest under the Boise Ground Lease, the Cottonwood Ground Lease and the Pine Ridge Ground Lease, respectively) and good and marketable title to the Building Equipment and other personal property located on the Real Estate (other than such personal property which is leased to the Mortgagor by third parties, as to which the Mortgagor holds a valid and unencumbered leasehold interest, and such personal property belonging to any Tenant or other occupant of the Premises (including parties to the Operating Agreements)), each subject only to the Permitted Exceptions. That it will preserve such title to the Mortgaged Property and will forever warrant and defend same and the validity and priority of the lien hereof from and against any and all claims whatsoever.

3. Payment and Performance of Obligations Secured. That it shall promptly pay when due the principal of, interest and additional amounts, if any, on the Indebtedness, any prepayments, late charges and fees provided for in the Notes, and all other payment Obligations secured by this Mortgage, all in lawful money of the United States of America, and shall further perform fully and in a timely manner all Obligations. That it shall additionally pay all additional amounts required to be paid to Noteholders by Issuer pursuant to the Indenture. All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, setoff, deduction or defense. The Permitted Exceptions do not adversely interfere with the use and operation of the Mortgaged Property as presently contemplated and will not impair the Mortgagor's ability to make debt service payments in a timely fashion.

4. Covenants. The Mortgagor covenants and agrees that it shall not:

(a) incur, create or assume any Additional Indebtedness other than as permitted under Section 11(d) hereof;

(b) engage directly or indirectly, in any business other than the ownership, management, leasing, construction, development, operation and maintenance of the Individual

Properties or commingle its assets with the assets of any other Person (except in accordance with the provisions of the Loan Documents);

(c) make advances or loans to any Persons or entities;

(d) guarantee any obligation of any Person (except in accordance with the provisions of the Loan Documents); or

(e) engage in a nonexempt prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code.

The Mortgagor covenants that it will do or cause to be done all things necessary to preserve its existence; will pay all expenses of the Mortgaged Property; will maintain books and records and, except in accordance with the Loan Documents, bank accounts separate from those of its Affiliates and will maintain a separate business office (which may be a management office at any Individual Property); will at all times hold itself out to the public as a legal entity separate and distinct from any of its Affiliates (including in its leasing activities, in entering into any contract, in preparing its financial statements, and in its stationery), and will cause its Affiliates to conduct business with it on an arm's length basis (or, as to management and leasing, on a basis comparable to the management or leasing arrangements at properties similar to the Mortgaged Property owned by any Affiliate of it and managed by the Manager); will file its own tax returns or, if part of a consolidated group, will join in the consolidated tax return of such group as a separate member thereof; and will cause its management to meet regularly to carry on its business.

5. Insurance.

(a) Insurance Coverage Requirements. The Mortgagor shall, at its sole cost and expense, keep in full force and effect insurance coverage of the types and minimum limits as follows while this Mortgage remains in effect:

(i) Property Insurance. Insurance with respect to the Improvements and the Building Equipment against any peril included within the classification "All Risks of Physical Loss" with extended coverage in amounts at all times sufficient to prevent it from becoming co-insurer within the terms of the applicable policies, but in any event such insurance shall be maintained in an amount equal to the full insurable value of the Improvements and Building Equipment, the term "full insurable value" to mean the actual replacement cost of its Improvements and Building Equipment (without taking into account any depreciation, and exclusive of excavations, footings and foundations, landscaping and paving) determined annually by an independent insurance broker or an Independent Appraiser selected and paid by it and in no event less than the coverage required pursuant to the terms of any Operating Agreement or Lease;

(ii) Liability Insurance. Comprehensive general liability insurance, including bodily injury, death and property damage liability, and umbrella liability insurance against any and all claims, including all legal liability to the extent insurable imposed upon the

Mortgagee and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of its Real Estate and Building Equipment in such amounts as are generally available and are generally required by institutional lenders for properties comparable to the Mortgaged Property but in no event for a combined single limit of less than \$10,000,000;

(iii) Workers' Compensation Insurance. Statutory workers' compensation insurance (to the extent the risks to be covered thereby are not already covered by other policies of insurance maintained by it), with respect to any work on or about the Mortgaged Property;

(iv) Business Interruption. Business interruption and/or loss of "rental value" insurance in an amount sufficient to avoid any co-insurance penalty and to provide Proceeds which will cover a period of not less than one (1) year of loss, the term "rental value" to mean the sum of (A) the total Rents payable under its Leases and (B) the total amount of all other amounts to be received by it or third parties which are the legal obligation of its Tenants, reduced to the extent such amounts would not be received because of Operating Expenses not incurred during a period of non-occupancy of that portion of the Real Estate then not being occupied;

(v) Boiler and Machinery Insurance. Broad form boiler and machinery insurance (without exclusion for explosion) covering all boilers or other pressure vessels, machinery and equipment located in, on or about the Mortgaged Property and insurance against loss of occupancy or use arising from any such breakdown in such amounts as are generally required by institutional lenders for properties comparable to the Real Estate;

(vi) Flood Insurance. If all or any portion of the Improvements is located within a Federally designated flood hazard zone, flood insurance as is generally available and in such amount as generally required by institutional lenders for properties comparable to the applicable portion of the Mortgaged Property and located in a similarly classified flood hazard zone;

(vii) Other Insurance. Such other insurance with respect to the Real Estate and Building Equipment against loss or damage of the kinds from time to time customarily insured against and in such amounts as are generally available and are generally required by institutional lenders for properties comparable to the Mortgaged Property.

(b) Ratings of Insurers. Initially, the Mortgagor will maintain a portion of the insurance coverage described in Section 5(a)(i) above at least equal to the Maximum Foreseeable Casualty Loss and the insurance coverage described in Section 5(a)(iv) above with one or more other domestic primary insurers having (or a syndicate of 4 or more insurers through which at least 75% of the coverage is with carriers having) a claims paying ability of not less than AA by S&P and AA by D&P; the coverage described in Sections 5(a)(ii) and 5(a)(v) with one or more domestic primary insurers having (or a syndicate of 4 or more insurers through which at least 75% of the coverage is with carriers having) a claims paying ability of not less than A by S&P and A by D&P; and the coverage described in Section 5(a)(iii) above with either

an insurer having a claims paying ability of not less than Investment Grade or the applicable state workers' compensation fund. In each case as to a syndicate or an individual insurer, however, if no domestic providers of such insurance are so rated, the requirement for such rating shall be the highest rating then given to domestic insurers by S&P and D&P; provided that in the case of a syndicate failing to satisfy the foregoing test, supplementary qualifying coverage shall be required within ninety (90) days of the date it learns of such failure only to the extent the syndicate fails to satisfy the test; and provided further that in the event of any loss, claims in respect of a portion of such insurance maintained in accordance with Section 5(a) (i) above shall be payable prior to claims in respect of the remaining portion(s) of the insurance required by such provisions. In addition to the foregoing, all insurance coverage shall be provided by one or more domestic primary insurers having an Alfred M. Best Company, Inc. rating of A or better and financial size category of not less than VIII (or in the case of earthquake insurance not less than V) except to the extent that insurance in force on the date of this Mortgage does not satisfy such criteria. All insurers providing insurance required by this Mortgage shall be authorized to issue insurance in the State in which the insured property is located. Notwithstanding anything to the contrary above, no insurance coverage required to be carried hereunder shall in any event be provided by any insurance carrier having an S&P minimum rating of less than BBB and a D&P minimum rating of less than A.

For the purposes hereof, with respect to each Individual Property, "Maximum Foreseeable Casualty Loss" shall mean the estimate of the Qualified Fire Protection Engineer then being used by the Mortgagor in connection with its existing insurance package of the maximum probable casualty loss which would be suffered in respect of the Improvements and Building Equipment as a result of damage caused by the perils covered by insurance described in Section 5(a) (i) above.

(c) Form of Insurance Policies; Endorsements. All insurance policies shall be in such form and with such endorsements as are comparable to the forms of and endorsements to the Mortgagor's insurance policies in effect on the date hereof or otherwise in accordance with commercially reasonable standards applied by prudent owners of first class regional shopping malls or mini-malls in the general vicinity of each Individual Property and generally acceptable to institutional lenders for comparable properties and risks. All such policies shall name the Mortgagee as an additional insured, shall provide that all Proceeds be payable to the Mortgagee as set forth in Section 6 hereof, and shall contain: (i) a standard "non-contributory mortgagee" endorsement or its equivalent relating, inter alia, to recovery by the Mortgagee notwithstanding the negligent or willful acts or omissions of the named Mortgagor; (ii) a waiver of subrogation endorsement as to the Mortgagee; (iii) an endorsement providing that no policy shall be impaired or invalidated by virtue of any act, failure to act, negligence of, or violation of declarations, warranties or conditions contained in such policy by a named Mortgagor, the Mortgagee or any other named insured, additional insured or loss payee, except for the willful misconduct of the Mortgagee knowingly in violation of the conditions of such policy; (iv) an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of first class regional shopping centers in the general vicinity of the insured Individual Property, but in no event in excess of \$25,000; (v) a provision that such policies shall not be cancelled or amended, including, without limitation, any amendment reducing the scope or limits of coverage, without at least thirty (30) days prior written notice to the Mortgagee in

each instance and, (vi) include effective waivers by the insurer of all claims for insurance premiums against any loss payees, additional insureds and named insureds (other than the named Mortgagor). Any insurance coverage relating to the Mortgaged Property that is carried by the Mortgagor in excess of the requirements hereof shall name the Mortgagee as an additional insured or loss payee, as provided in this Section 5(c). A certificate executed by Tim Trussell, an independent agent for Liberty Mutual Insurance Companies, or such other independent insurance consultant as may be reasonably approved by the Mortgagee, shall be delivered to the Mortgagee not less than ten (10) days prior to the expiration date of any of the insurance policies required to be maintained hereunder, which certificate shall certify payment of applicable premiums for renewal and replacement policies. Such consultant shall also deliver to the Mortgagee a certificate (upon the accuracy of which the Mortgagee shall be entitled to rely conclusively) November 1 of each year of the term of this Mortgage as to the compliance by the Mortgagor with the requirements of this Section 5 during the preceding 12-month period and at the time of such certificate and as to the expiration dates and dates to which premiums have been paid for the policies then in force. If the Mortgagor fails to maintain insurance required by this Mortgage, the Mortgagee may, at its option, after thirty (30) days prior notice to the Mortgagor, procure such insurance, and the Mortgagor shall reimburse the Mortgagee for the amount of all premiums paid by the Mortgagee thereon promptly upon demand by the Mortgagee, with interest thereon at the rate then applicable to the Notes from the date paid by the Mortgagee to the date of repayment, and such sum shall be a part of the Indebtedness secured by this Mortgage.

The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

(d) Compliance with Insurance Requirements. The Mortgagor represents that it has not received any written notice of any violation of an Insurance Requirement that remains uncured and, to its best knowledge, the Mortgaged Property and the use thereof materially comply with all Insurance Requirements. It shall comply with all Insurance Requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Real Estate or cause or permit any condition to exist thereon which would be prohibited by or could invalidate insurance coverage required hereunder to be maintained by it on or with respect to any part of the Mortgaged Property pursuant to this Section 5.

6. Condemnation and Casualty Insurance Proceeds.

(a) The Mortgagor will promptly notify the Mortgagee in writing upon obtaining actual knowledge of (i) the institution of any proceedings relating to any Taking of or (ii) the occurrence of any casualty, damage or injury to the Real Estate or Building Equipment or any portion thereof the restoration of which is estimated by it in good faith to cost in excess of (A) Five Hundred Thousand Dollars (\$500,000), with respect to the Boise Leasehold Premises, or (B) Two Hundred Fifty Thousand Dollars (\$250,000), with respect to any of the other Individual Properties. In addition, notice of any casualty damage or loss the restoration of which is estimated by it in good faith to cost in excess of One Million Dollars (\$1,000,000) shall set

forth the Mortgagor's good faith estimate of the cost of repairing or restoring such damage or destruction in reasonable detail. The Mortgagor represents as of the date hereof that it has not received written notice of the institution of any proceedings relating to any Taking of any of the Individual Properties.

(b) In the event of any Taking of or casualty or other damage or injury to any Mortgaged Property, subject to the provisions set forth herein, the Mortgagor's right, title and interest in and to all compensation, awards, proceeds, damages, claims, insurance recoveries, causes and rights of action (accrued on or after the date hereof) and payments which the Mortgagor may receive or to which the Mortgagor may become entitled with respect to any Mortgaged Property or any part thereof (collectively, "Proceeds"), in connection with any such Taking, casualty or other damage or injury to any Mortgaged Property, or any part thereof, are hereby assigned to and shall be paid to the Mortgagee. Notwithstanding anything to the contrary set forth in this Mortgage, so long as no monetary Event of Default has occurred and is continuing, to the extent such Proceeds are not in excess of the Casualty Amount (hereinafter defined), then the Mortgagee hereby consents to and agrees that such Proceeds with respect to any such Mortgaged Property (excluding at all times Proceeds of insurance described in Section 5(a)(iv) hereof) are to be paid directly to the Mortgagor to be applied to restoration of the Mortgaged Property in accordance with the terms hereof. The term "Casualty Amount" as used herein shall mean One Million Six Hundred Twenty-Three Thousand Seven Hundred Sixty Dollars (\$1,623,760) as to the Individual Property known as Boise Towne Square, Two Hundred Eighty-Nine Thousand Thirty-Four Dollars (\$289,034) as to the Individual Property known as Cache Valley Mall, Nine Hundred Ninety-Two Thousand Eight Hundred Forty-Nine Dollars (\$992,849), as to the Individual Property known as Cottonwood Mall, Two Hundred Seventy-Three Thousand Five Hundred Eighty-Two Dollars (\$273,582) as to the Individual Property known as North Plains Mall, Five Hundred Thousand Nine Hundred Forty-Two Dollars (\$500,942) as to the Individual Property known as Pine Ridge Mall, Three Hundred Six Thousand Nine Hundred Forty-Nine Dollars (\$306,949) as to the Individual Property known as Red Cliffs Mall, (Five Hundred Eight Thousand Seven Hundred Thirty Dollars (\$508,730) as to the Individual Property known as Three Rivers Mall, and Two Hundred Fifty-Four Thousand One Hundred Fifty-Four Dollars (\$254,154) as to the Individual Property known as White Mountain Mall, but in no event shall the Casualty Amount exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) at any one time as to all the Individual Properties in the aggregate. The Mortgagor shall not adjust, compromise or settle any claim for insurance or Taking Proceeds in connection with a single event or series of events which is reasonably expected to be in excess of the Casualty Amount without the prior written consent of the Mortgagee (which consent shall only be given upon the Mortgagee's receipt of the consent of the Noteholders with respect to more than 50% of the aggregate principal amount of the Outstanding Notes); provided, however, that, nothing herein shall be deemed to limit the Mortgagor's ability to compromise or settle any claim for Proceeds, in connection with a single event or a series of related events, in an amount less than the Casualty Amount. If any Proceeds are received by the Mortgagor, such Proceeds shall be received in trust for the Mortgagee and shall be segregated from other funds of the Mortgagor and deposited in a separate account in an Approved Bank or invested in investments which would qualify as Defeasance Eligible Investments. In the event that any Proceeds are in excess of the Casualty Amount, or if a monetary Event of Default has occurred and is continuing then all Proceeds with respect to an Individual Property shall be paid

over to the Mortgagee to be held by the Mortgagee in a segregated account in trust for the Mortgagor entitled: "Boise Towne Mall Casualty Account," "Cache Valley Mall Casualty Account," "Cottonwood Mall Casualty Account," "North Plains Mall Casualty Account," "Pine Ridge Mall Casualty Account," "Red Cliffs Mall Casualty Account," "Three Rivers Mall Casualty Account," and "White Mountain Mall Casualty Account" (as applicable) in each case to be applied or disbursed in accordance with the provisions hereof, and the Mortgagee shall promptly notify the Mortgagor of its receipt of such Proceeds.

(c) Promptly after the occurrence of any damage or destruction to any portion of an Individual Property or a Taking of a portion of an Individual Property that does not constitute a Total Loss, the Mortgagor shall be obligated, at its expense (whether or not proceeds are sufficient for such purpose) to effect the repair, restoration and rebuilding of such Individual Property (in the case of a Taking, to the extent it is capable of being restored) (such repair, restoration and rebuilding are sometimes hereinafter collectively referred to as the "Work") so damaged, destroyed or remaining after such Taking in full compliance with all Legal Requirements, Insurance Requirements and any applicable Lease or Operating Agreement, and free and clear of any and all Liens except the Permitted Exceptions, and shall use all Proceeds made available to the Mortgagor with respect to such casualty or taking for such Work in accordance with the provisions of this Mortgage. In the event of (i) a Total Loss resulting from a casualty, damage or destruction, if either (A) the cost to repair the Individual Property as estimated by the Independent Architect would exceed the Casualty Amount and the restoration of the Individual Property cannot reasonably be completed before the date which is the later to occur of the date of expiration of any business interruption insurance (which under such circumstances must provide coverage for a period of at least two years) or any Credit Facility posted in lieu thereof or in addition thereto, or (B) the Mortgagor elects not to restore such Individual Property, or (ii) a Total Loss resulting from a Taking, the Mortgagor shall be required to comply with the provisions of Section 6(h) below and the Mortgagee shall apply such Proceeds, first toward reimbursement of the Mortgagee's reasonable costs and expenses in connection with recovery of the Proceeds and disbursement of the Proceeds (as further described below), including, without limitation, reasonable administrative costs and inspection fees, and then as required by Section 6(h) hereof. Any Proceeds remaining after prepayment in part shall be paid to the Mortgagor or as it may direct in writing. In the event that the Proceeds are insufficient to prepay the Notes in part in an amount equal to the Allocated Loan Amount for the applicable Individual Property, the provisions of Section 6(g) shall apply.

(d) If Proceeds are not required to be applied as required by Section 6(h) hereof pursuant to Section 6(c) above, then the Mortgagee shall make the Proceeds which it is holding pursuant to the terms hereof available as provided in Section 6(e) below for payment or reimbursement of the Mortgagor's expenses incurred with respect to the Work, upon receipt at the time of each draw under Section 6(e) below of an Officer's Certificate stating that:

- (i) there exists no continuing Event of Default hereunder;
- (ii) the estimated cost of the Work (as estimated by an Independent Architect) does or does not exceed the Proceeds available; and

(iii) the plans and specifications require that the Work be done in a first-class, workmanlike manner at least equivalent to the quality and character of the original work in the Improvements, so that upon completion thereof, the subject Individual Property shall be of reasonably equivalent value and general utility to said Individual Property prior to the damage or destruction, provided, however, that in the case of a Taking the restoration of said Individual Property shall be done to the extent reasonably practicable after taking into account the consequences of such Taking.

If such estimated cost exceeds such Proceeds, the Mortgagor shall, prior to commencement of such work (within a reasonable period of time after receipt of such estimate), deposit with or deliver to the Mortgagee either (A) Cash and Cash Equivalents or (B) a Credit Facility, each in the amount of the excess of the estimated cost over the Proceeds available. The Mortgagor shall restore all Improvements such that when they are fully restored and/or repaired such Improvements and their contemplated use shall comply in all material respects with all applicable Legal Requirements including, without limitation, zoning, environmental and building laws, codes, ordinances and regulations.

(e) Disbursement of the Proceeds shall be made from time to time (but not more frequently than twice in any month) by the Mortgagee as the Work progresses upon receipt by the Mortgagee (in addition to the Officer's Certificate referred to in clause (d) hereof) of (i) an Officer's Certificate dated not more than thirty (30) days prior to the application for such payment, requesting such payment or reimbursement and setting forth the Work performed which is the subject of such request, specifying the parties which performed such Work and the actual cost thereof, and also certifying that such Work and materials are free and clear of Liens other than Permitted Exceptions with respect to work performed and for which disbursement was made prior to the period for which such disbursement request is made and that the payment requested shall not, together with all previous payments, exceed ninety-five percent (95%) of the value of the Work performed or materials furnished and incorporated into the Improvements from time to time, and that the undisbursed balance of said Proceeds together with all amounts deposited, bonded, guaranteed or otherwise funded pursuant to clause (d) (ii) above, shall be at least sufficient to pay for the cost of completion of the Work, and (ii) an Independent Architect's certificate certifying performance of the Work together with an estimate of the cost to complete the Work. Upon final completion of the Work final payment shall be made upon receipt by the Mortgagee of (x) a certification by an Independent Architect, as to the completion substantially in accordance with the plans and specifications, and (y) an Officer's Certificate as to the filing of a notice of completion, if any, and the expiration of the period provided under applicable law for the filing of mechanics' and materialmen's liens. The Mortgagee shall require an endorsement to its title insurance policy insuring the continued priority of the Lien of this Mortgage (subject to Permitted Exceptions) as to all sums advanced hereunder, such endorsement to be paid for by the Mortgagor. Any proceeds remaining after completion of the Work and delivery of the Officer's Certificates required under this Section shall be paid to the Mortgagor or as it may direct in writing, except that excess Proceeds with respect to a partial Taking (excluding Proceeds on account of a Taking for temporary use or Proceeds which are not in respect of a diminution in value of an Individual Property) shall be applied by the Mortgagee, at the election of the Mortgagor, to the payment or repayment of all or any portion of the Indebtedness secured hereby.

(f) In the event that the Officer's Certificate required by Section 6(d) above is not delivered to the Mortgagee within twenty (20) days after notice is received by the Mortgagor that the Mortgagee has obtained such Proceeds, then all Proceeds with respect to the Taking of or damage or injury to the Individual Property in question shall be applied by the Mortgagee, at the election of the Mortgagor, to the payment or prepayment of all or any portion of the Indebtedness secured hereby.

(g) Except as otherwise provided in Section 6(h) below, in the event that any portion of such Proceeds are applied toward the repayment of the Indebtedness (other than any Proceeds remaining after completion of the Work), the Mortgagor shall be entitled to obtain from the Mortgagee a release without representation or warranty (in the form provided by the Mortgagor) of the applicable Individual Property from the Lien and security interests created by this Mortgage and the other Loan Documents, provided that (i) no Event of Default exists, (ii) the Mortgagor shall comply with the provisions hereof, and (iii) the Mortgagor pays to the Mortgagee the amount, if any, by which the Allocated Loan Amount for such Individual Property exceeds the Proceeds (less any cost to the Mortgagee of recovering and paying out such proceeds) received by the Mortgagee and applied to repayment of the Indebtedness (a "Deficiency Payment"), in which case the Allocated Loan Amount for such Individual Property shall be reduced to zero. If any insurance Proceeds are applied to reduce the Indebtedness, the Mortgagee shall apply the same in accordance with the provisions of the Indenture. In the event that insurance Proceeds are used for the Work, any excess Proceeds remaining after completion of such Work shall be paid to the applicable Mortgagor.

(h) If there is any Taking or casualty as to an Individual Property that constitutes a Total Loss and the Mortgagor elects not to restore such Individual Property or is otherwise required to comply with this Section 6(h) in accordance with Section 6(c) (other than solely as a result of having insurance coverage for business interruption for a period of less than two years, in which event the Mortgagor must pay as a release price to be applied in reduction of the Indebtedness hereunder an amount equal to the relevant Individual Property's then Allocated Loan Amount), then the Mortgagor must either (i) if prepayment of the Notes is then permitted under the terms of the Indenture, prepay the Notes in full, (ii) if prepayment of the Notes is then permitted under the terms of the Indenture, prepay the Notes in an amount equal to 125% of the then Allocated Loan Amount with respect to any of the Boise Leasehold Premises, the Cottonwood Leasehold Premises or the Pine Ridge Leasehold Premises, or, in the case of any of the other Individual Properties, pay an amount equal to 100% of the then Allocated Loan Amount with respect thereto, or (iii) deliver Defeasance Collateral (hereinafter defined) in accordance with the provisions of this Mortgage in an amount equal to the percentage of the then Allocated Loan Amount described above with respect to such Individual Property, and, in the case of clauses (ii) or (iii) above, Allocated Loan Amounts for all other Individual Properties shall be increased or decreased in the manner provided in the definition of Allocated Loan Amount.

7. Impositions, Liens and Other Items.

(a) Payment of Impositions. The Mortgagor represents that it is not in default in the payment of any Impositions, except with respect to Impositions which are being

contested in accordance with the provisions of Section 7(c). Subject to its right of contest set forth in Section 7(c), the Mortgagor shall pay all Impositions which are attributable to or affect it or its Individual Property, prior to the date such Impositions shall become delinquent or upon which late charges may be imposed, directly to the applicable taxing authority with respect thereto, unless and to the extent the Mortgagee shall pay such Impositions from any Mortgage Escrow Amounts retained in the Operating Account pursuant to Section 8 hereof.

(b) Preservation of Lien of Mortgage. Subject to its right of contest set forth in Section 7(c) and its rights set forth in Section 11(d), the Mortgagor shall at all times keep the Mortgaged Property free from all Liens (other than the Lien hereof and Permitted Exceptions) and shall pay when due and payable all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a Lien on the Mortgaged Property or any portion thereof, whether ranked senior, pari passu or junior to the priority of the Lien created hereby, and shall in any event cause the prompt, full and unconditional discharge of all Liens imposed on or against the Mortgaged Property or any portion thereof within forty-five (45) Business Days after receiving written notice of the filing (whether from the Mortgagee, the lienor or any other Person) thereof. The Mortgagor shall do or cause to be done, at its sole cost, everything necessary to fully preserve the Lien of this Mortgage against the Mortgaged Property subject to the Permitted Exceptions. Upon the occurrence of an Event of Default with respect to the Obligations as set forth in this Section 7, the Mortgagee may (but shall not be obligated to) make such payment or discharge any such Lien, and the Mortgagor shall reimburse the Mortgagee on demand for all such advances pursuant to Section 16 hereof.

(c) Permitted Contests. Nothing contained herein shall be deemed to require the Mortgagor to pay, or cause to be paid, any Imposition (including all charges for services as described in Section 12(f) hereof), to satisfy any Lien or to comply with any Legal Requirement or Insurance Requirement so long as it is in good faith, and by proper legal proceedings, diligently contesting the validity, amount or application thereof, provided that in each case, at the time of the commencement of any such action or proceeding, and during the pendency of such action or proceeding (i) no Event of Default shall exist hereunder, (ii) adequate reserves with respect thereto are maintained on its books in accordance with GAAP, (iii) such contest operates to suspend collection or enforcement as the case may be, of the contested Imposition or Lien and such contest is maintained and prosecuted continuously and with diligence and (iv) in the case of Impositions and Liens, during such contest, the Mortgagor shall provide security in the form required by Section 6(d), assuring the discharge of its obligations being contested and of any additional interest, charge, or penalty arising from such contest. Notwithstanding the foregoing, any such reserves or the furnishing of any bond or other security, the Mortgagor promptly shall comply with any contested Legal Requirement or Insurance Requirement or shall pay any contested Imposition (including all charges and services described in Section 12(f)) or Lien, and compliance therewith or payment thereof shall not be deferred, if, at any time the Mortgaged Property or any portion thereof shall be in danger of being forfeited or lost or the Mortgagee shall be in danger of becoming subject to civil or criminal damages as a result thereof.

8. Funds for Taxes and Insurance.

(a) Upon the occurrence and during the continuance of any Event of Default by the Mortgagor hereunder, the Mortgagee may at its sole election, upon five (5) business days' prior written notice to the Mortgagor, retain in the Operating Account additional amounts sufficient to discharge the obligations of the Mortgagor under Sections 5 and 7 hereof as and when they become due (such amounts, the "Mortgage Escrow Amounts"). Upon the Mortgagee's election to retain Mortgage Escrow Amounts in accordance with the foregoing, the Mortgagee may initially retain in the Operating Account a sum sufficient to pay accrued insurance premiums for all insurance required by the terms hereof and Impositions assessed against the Real Estate, for the insurance periods or tax years then in effect, as the case may be, for the number of months elapsed as of the date of such election since each of the last preceding installments of said premiums or Impositions shall have become due and payable, including the month in which such last preceding installment of each premium or Imposition became due and payable and the month in which the Mortgagee makes such election. During each month thereafter, until the Mortgagee shall elect that the provisions of this Section 8 shall no longer be applicable, the Mortgagee may retain with respect to the Mortgage Escrow Amounts a sum equal to one-twelfth of all such insurance premiums and all such Impositions for the then-current insurance periods and tax years, so that as each installment of such premiums and Impositions shall become due and payable, the Mortgagee shall have retained a sum sufficient to pay the same. If the amount of such premiums and Impositions has not been definitely ascertained at the time when any such monthly deposits are to be retained, the Mortgagee may retain Mortgage Escrow Amounts based upon the amount of such premiums and Impositions for the preceding year, subject to adjustment as and when the amount of such premiums and Impositions are ascertained.

(b) At any time after the Mortgagee's election to retain Mortgage Escrow Amounts pursuant to Section 8(a) above, subject to the conditions of the next succeeding sentence, the Mortgagor may elect to replace any Mortgage Escrow Amounts then being retained by the Mortgagee and satisfy its obligations under this Section 8 by delivery of a Credit Facility in an amount sufficient (including the amount of the Mortgage Escrow Amounts so replaced) to discharge all Impositions and insurance premiums which shall become due during the six (6) month period immediately after the date of delivery of such Credit Facility (and for each six (6) month period thereafter for so long as the Mortgagor elects to post such security in lieu of the Mortgagee's retention of such amounts) and with maturities corresponding to the respective due dates of such obligations. Notwithstanding the foregoing, it shall be a condition to the Mortgagor's delivery of any Credit Facility (other than Cash or Cash Equivalents) in satisfaction of the obligations under this Section 8, that the Mortgagor, at its expense, execute, acknowledge and deliver or cause to be delivered to the Mortgagee such additional security agreements, financing statements and other documents or instruments including, without limitation, legal opinions, and take all such actions which in the reasonable opinion of the Mortgagee or its counsel may be necessary to grant and convey to the Mortgagee a perfected security interest in and to any and all the Credit Facilities.

(c) The Mortgage Escrow Amounts (or any Credit Facility posted in lieu thereof pursuant to Section 8(b)) shall be held by the Mortgagee and shall be applied to the payment of the obligations in respect of which such Mortgage Escrow Amounts were retained and notwithstanding anything to the contrary contained in the Indenture, shall not be transferred to the Payment Account (as defined in the Indenture) except upon the occurrence of an Event of

Default and the acceleration of the Notes under the terms of the Indenture, in which case all or any portion of such Mortgage Escrow Amounts (or any Credit Facility posted in lieu thereof) may be so transferred or otherwise applied to the Indebtedness in such order or priority as the Mortgagee may elect or the Mortgagee may exercise any of its rights or remedies with respect to same, at law or in equity. Any Mortgage Escrow Amounts retained by (or Credit Facility posted with) the Mortgagee in excess of the actual obligations for which they were retained, shall be held and applied to the obligations for the ensuing year. If the amounts deposited are in excess of the actual obligations for which they were deposited, the Mortgagee shall refund any such excess to the Mortgagor. Nothing herein contained shall be deemed to affect any right or remedy of the Mortgagee under this Mortgage or otherwise at law or in equity to pay any such amount and to add the amount so paid to the Indebtedness hereby secured. Any such application of said amounts or any portion thereof to any Indebtedness secured hereby shall not be construed to cure or waive any Default or notice of Default hereunder or invalidate any act done pursuant to any such Default or notice.

(d) If the Mortgagee elects to retain Mortgage Escrow Amounts from funds deposited in the Operating Account pursuant to this Section 8, the Mortgagor shall deliver to the Mortgagee all tax bills, bond and assessment statements, statements of insurance premiums, and statements for any other obligations referred to above as soon as the same are received by the Mortgagor; and the Mortgagee shall cause same to be paid when due to the extent Mortgage Escrow Amounts are available therefor. Nothing herein contained shall be deemed to confer upon all or any of the Trustees an independent obligation to verify that tax bills, assessments and insurance premiums have been paid, either prior to or after the Mortgagee elects to retain Mortgage Escrow Amounts as provided herein.

(e) Notwithstanding anything to the contrary contained herein, the Mortgagor may elect upon written notice to the Mortgagee to eliminate any escrow required pursuant to this Section 8 in the event no Event of Default or event or condition which with the giving of notice or the passage of time or both would constitute an Event of Default (a "default") exists and no Event of Default or default has existed for a period of twelve consecutive months.

9. Assignment of Leases, Operating Agreements and Rents. The Leases and Operating Agreements, and all of the Rents hereafter to become due, and including all prepaid rents and security deposits, are hereby absolutely, presently and unconditionally assigned, transferred, conveyed and set over by the Mortgagor to the Mortgagee to be applied by the Mortgagee in payment of the Indebtedness while this Mortgage is in effect, subject to the right of the Mortgagor to mortgage and/or assign the Leases and/or pledge excess rents from the Mortgaged Property subject to this Mortgage in accordance with Section 11 hereof, and subject to the license granted to the Mortgagor pursuant to this Section 9. The Mortgagor shall not otherwise assign, transfer or encumber in any manner the Leases or the Rents relating to the Mortgaged Property or any portion thereof except as may be otherwise provided herein. The Mortgagor shall have a license, which may be exercised by the Manager, to exercise any and all rights under the Leases and Operating Agreements and to collect and receive (subject to Section 40 hereto) all Rents, which license shall be terminable at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder, upon the occurrence and continuance of any Event of Default without further notice to, or demand upon, the Mortgagor. It is

understood and agreed that neither the foregoing assignment of Leases, Operating Agreements and Rents to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies hereunder including, without limitation, the appointment of a receiver for any or all of the Mortgaged Property by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of the Mortgaged Property or any part thereof by such receiver shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to any Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof.

10. Security Agreement. This Mortgage is intended to be a security agreement and fixture filing pursuant to the UCC. The Mortgagor hereby grants a present security interest in favor of the Mortgagee in and to (i) any and all of the Mortgaged Property which is personal property located at the Real Estate to the extent owned by the Mortgagor which, under applicable law, may be subject to a security interest pursuant to the UCC and which is not herein effectively made part of the Real Estate, and (ii) any and all of the Mortgaged Property which are fixtures under applicable law and may be subject to a security interest under the UCC, to the fullest extent that a security interest may be granted therein under the UCC, and in all additions to, replacements of, substitutions for and proceeds of any of the foregoing, for the purpose of securing all Indebtedness and the Obligations of the Mortgagor now or hereafter secured by this Mortgage. The Mortgagor shall execute and deliver financing and continuation statements covering the property described in clauses (i) and (ii) above from time to time and in such form as required by applicable law to perfect and continue the perfection of the Mortgagee's lien or security interest with respect to such property and, in the event that the Mortgagor shall fail to execute and deliver any such financing or continuation statement promptly after demand therefor by the Mortgagee, the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney-in-fact, coupled with an interest, to file such financing and continuation statements on its behalf. The Mortgagor shall pay all costs and expenses of filing such statements and renewals and releases thereof and shall pay all costs and expenses of any record searches for financing statements the Mortgagee may reasonably require. The Mortgagee shall have the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available under this Mortgage, the other Loan Documents or otherwise at law or in equity with respect to such property.

11. Transfers; Additional Indebtedness.

(a) The Mortgagor shall not transfer, convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant an option with respect to, or enter into agreements to do any of the foregoing, or otherwise dispose of (whether voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) (any such transaction, a "Transfer") all or any portion of the Mortgaged Property, other than as expressly provided herein; provided, however, that the Mortgagor, so long as no Event of Default shall have occurred and be continuing, may Transfer all or substantially all of the Mortgaged Property to a Single Purpose Entity which is "controlled" by a Permitted Owner and such Transfer is in accordance with Section 11(e); provided further, however, that nothing in this Section 11(a) shall be deemed to prohibit or restrict any transaction permitted by Section 11(d)

or Section 15. For purposes of this Section 11(a), "control" means primary responsibility to make or veto all material decisions with respect to the operation, management, financing and disposition of the specific interest, rather than a beneficial ownership requirement. Notwithstanding the foregoing, no Transfer shall be permitted hereunder, unless the Mortgagee has received from the Mortgagor an opinion of counsel to the effect that any action taken hereby will not result in (i) any payment to Noteholders being subject to United States Federal Withholding Taxes, or (ii) the occurrence of an exchange for income tax purposes pursuant to Section 1001 of the Code and regulations promulgated thereunder, and an Officer's Certificate that such Transfer complies with this Section 11. Nothing contained in this Section 11(a) or elsewhere in this Mortgage shall be deemed to permit financing in addition to that permitted under Section 11(d) or to permit Additional Indebtedness not permitted under Section 11(d).

(b) Any Transfer made in violation of the foregoing provisions shall be an immediate Event of Default hereunder and shall be void and of no force or effect as against the Mortgagee. Upon any such Transfer made in violation of Section 11(a), the Mortgagee may, at its option and without limiting any other right or remedy available to the Mortgagee hereunder, under any of the other Loan Documents, or otherwise at law or in equity, accelerate the maturity of the Notes and require the payment of the then existing outstanding principal balance, accrued interest and all other Indebtedness due under the Notes and this Mortgage and any and all other amounts due to the Noteholders under the Indenture. The consent by the Mortgagee to the Transfer of all or any part of the Mortgaged Property or of any interest in the Mortgagor, in any one or more instances, shall not limit or waive the need for such consent in any other or subsequent instances. The Mortgagor shall reimburse the Mortgagee and the Rating Agencies for their respective reasonable attorneys' fees incurred in connection with the review by the Mortgagee and/or the Rating Agencies of the Mortgagor's request for the Mortgagee's consent to, or any documents relating to, a Transfer of all or any portion of the Mortgaged Property or any interest therein.

(c) Notwithstanding the provisions of Section 11(a), the Mortgagor without the consent of or notice to the Mortgagee (except as provided below), may from time to time replace items of personal property and fixtures constituting a part of the Mortgaged Property; provided that, (i) the replacements for such items of personal property or fixtures are of substantially equivalent utility and quality; (ii) the Mortgagor has good and clear title to such replacement property free and clear of any and all Liens other than Permitted Exceptions or as may be permitted subject to this Mortgage by Section 11(d) hereof; and (iii) in the event that any such item to be replaced is of material value or utility to the Mortgaged Property taken as a whole, the Mortgagor shall provide at no cost to the Mortgagee, in the case of real property, an endorsement to the Mortgagee's title policy and, in the case of personal property, a UCC search (as the case may require) to the Mortgagee which confirms that this Mortgage constitutes a valid and subsisting first Lien on or security interest in such replacement property.

(d) The Mortgagor shall not incur, create or assume any Additional Indebtedness or other indebtedness, except that so long as no Event of Default shall have occurred and be continuing, the Mortgagor may, without the consent of the Mortgagee, incur, create or assume indebtedness and Additional Indebtedness of the types described as follows:

(i) amounts, not secured by the Mortgaged Property or any portion thereof, payable by or on behalf of it for or in respect of the operation of the Mortgaged Property or any portion thereof in the ordinary course of operating its business, including amounts payable by or on behalf of it to suppliers, contractors, mechanics, vendors, materialmen or other persons providing property or services to it or to the Mortgaged Property or any portion thereof and capitalized leases of personal property, or in connection with the ownership, management, operation, leasing, cleaning, maintenance, repair, replacement, financing, improvement, alteration or restoration thereof incurred in the ordinary course of operating its business (provided, however, that notwithstanding the foregoing, in no event shall it be permitted under this provision to execute and deliver a note or incur any form of Additional Indebtedness for borrowed money);

(ii) amounts, not secured by the Mortgaged Property or any portion thereof, payable or reimbursable by it to any Tenant on account of work performed at the Mortgaged Property by such Tenant or for costs incurred by such Tenant in connection with its occupancy of space at the Mortgaged Property so long as such costs were incurred pursuant to a Lease which otherwise complies with the provisions of Section 15 hereof (provided, however, that notwithstanding the foregoing, in no event shall the Mortgagor be permitted under this provision to execute and deliver a note or incur any form of Additional Indebtedness for borrowed money);

(iii) Additional Indebtedness, either unsecured or secured by the Mortgaged Property or any portion thereof, that does not exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) at any one time in the aggregate (other than any portion of such amount for which a Tenant is obligated to reimburse the Mortgagor under the terms of its Lease), and is incurred to finance capital improvements, leasehold improvements (performed or incurred by the Mortgagor under Leases complying with the provisions of Section 15 hereof or leasehold improvement agreements related thereto), Building Equipment or leasing costs; provided that the proceeds of which are not distributed to the Mortgagor or any Direct Beneficial Owner of the Mortgagor except as reimbursement for monies expended by it or such Direct Beneficial Owner to fund the capital improvements, tenant improvements, Building Equipment or leasing costs; and the terms of which shall require that the principal amount of such indebtedness be repaid from excess Cash Flow as provided in Section 11(d)(iv)(A) below, prior to any distribution to any Direct Beneficial Owner (other than for income taxes);

(iv) Additional Indebtedness to one or more Affiliates of the Mortgagor on an unsecured basis, and which:

(A) is evidenced by a written agreement which provides that payment of any amounts in respect of such Additional Indebtedness shall be made only to the extent that Cash Flow is available to pay such amounts after the payment of interest (and principal) when due and all other amounts payable under the Notes or the Loan Documents and provides further that any amounts paid in violation of this clause (A) shall be held in trust by the payee thereof for the benefit of the Mortgagee and disgorged to the Mortgagee upon demand;

(B) is evidenced by a written agreement which prohibits such Affiliate from exercising any remedies, including accelerating any of such Additional In-

debtedness and commencing any action (including the filing of a bankruptcy petition or similar proceeding) against the Mortgagor for collection of interest, principal or other charges, while any portion of the Indebtedness secured hereby is outstanding and prohibits such Affiliate from filing a claim in a bankruptcy or similar proceeding commenced by the Mortgagor or one or more Affiliates of the Mortgagor and requires that such Affiliate shall vote against any plan presented in such proceeding which would alter the terms of the Notes or the Loan Documents (provided that such Affiliate may file a claim in a bankruptcy or similar proceeding commenced by an independent Person);

(C) is evidenced by a written agreement which otherwise is on terms comparable to those negotiated in arms length transactions with unaffiliated parties;

(D) is incurred for the purpose of funding expenses of, or improvements to, or Building Equipment for, the Mortgaged Property or any portion thereof in accordance with the terms of this Mortgage;

(E) as of the date of the incurrence of the Additional Indebtedness referred to in this Section 11(d)(iv), (1) does not, together with the Additional Indebtedness referred to in Section 11(d)(iii) above, exceed fifteen percent (15%) of the original principal amount of the Notes, and (2) does not, together with the Indebtedness and all Additional Indebtedness secured by the Mortgaged Property, exceed eighty (80%) percent of the fair market value of the Mortgaged Property as shown on an appraisal by an Independent Appraiser of the Mortgaged Property to be obtained by the Mortgagor in connection with incurring such Additional Indebtedness;

(F) is evidenced by a written agreement which provides that such Additional Indebtedness will be satisfied (or the amount of such Additional Indebtedness contributed by such Affiliate to the capital of the Mortgagor, or forgiven, to the extent that Cash Flow or capital proceeds are not available to satisfy such Additional Indebtedness) upon any Transfer of the Real Estate or the direct beneficial ownership of the Mortgagor to an entity which is not an Affiliate of the Person holding such indebtedness and at maturity of the Indebtedness under the Notes, and which requires that such status of any such indebtedness be described in a footnote to any financial statement prepared for the Mortgagor (such footnote also to state that the terms of such Additional Indebtedness require same to be paid in full, converted to equity of the Mortgagor, or forgiven, on or prior to maturity); and

(G) does not, together with the Allocated Loan Amount (and all other Additional Indebtedness of the Mortgagor), cause the Mortgagor to have a Debt Service Coverage Ratio of less than 1.2, as determined by an Independent Accountant, calculated on an annualized pro-forma basis, assuming that (x) aggregate Cash Flow for such 12-month period equals the lesser of (i) the aggregate annual Cash Flow stated in the Mortgagor's most recent audited financial statements or (ii) the actual aggregate Cash Flow experienced by the Mortgagor over the 12 months preceding such calculation, (y) interest accrues with respect to the Notes and any existing Additional Indebtedness at the average rate applicable to the Notes and such existing Additional Indebtedness over the 12 months preceding such calculation, and (z) interest accrues

with respect to such new Additional Indebtedness at the highest possible rate applicable to such new Additional Indebtedness.

Without limiting the terms and conditions set forth above, any Additional Indebtedness incurred, created or assumed under clause (iii) above and secured by a mortgage on the Mortgaged Property or any portion thereof shall be subject to the additional conditions that: (x) the Lien created thereby shall be subject and subordinate to the Lien of this Mortgage and any refinancing hereof; (y) the mortgagee under such subordinate mortgage shall furnish the Mortgagee with copies of any notice of default given to any Mortgagor (simultaneously with such delivery to the Mortgagor) and shall give the Mortgagee at least ten (10) Business Days' prior written notice and an opportunity to cure such defaults before exercising any remedies under such subordinated mortgage (provided, however, that nothing in this clause (y) shall be construed to abrogate any provision in Section 11(d)(iv)(G) hereof). With respect to any Additional Indebtedness under clause (iv) above, none of the terms of such subordinate financing shall be materially less favorable to the Mortgagor than the terms of this Mortgage.

(e) Not less than five (5) Business Days prior to the closing of any transaction subject to the provisions of this Section 11, the Mortgagor shall deliver to the Mortgagee and to the Rating Agencies (i) an Officer's Certificate describing the proposed transaction and stating that such transaction is permitted by this Section 11, together with any appraisal or other documents upon which such Officer's Certificate is based, (ii) with respect to any Transfer under Section 11(a) hereof an Opinion of Counsel to the transferee, in form and delivered by counsel reasonably acceptable to the Mortgagee (which form shall also be reasonably acceptable to the Rating Agencies, as evidenced in writing), confirming, with respect to a transferee of fifty (50%) percent or more of the Mortgaged Property, that in the event of bankruptcy involving any direct beneficial owner of such transferee, the assets of the transferee as Mortgagor hereunder would not be substantively consolidated with the assets of such direct beneficial owner of the transferee; and (iii) with respect to any Transfer under Section 11(a) hereof an assumption agreement with respect to the obligations of the Mortgagor under this Mortgage, the Notes, the Indenture and the other Loan Documents, substantially in the form of Exhibit C annexed hereto and made a part hereof, executed by such transferee, subject to the provisions of Section 35 hereof, which the transferee shall cause to be recorded promptly after the consummation of such Transfer in the offices where this Mortgage is recorded.

(f) Notwithstanding the provisions of Section 11(a), the Mortgagor without the consent of the Mortgagee may (i) make immaterial Transfers to Governmental Authorities in connection with Takings of immaterial portions of the Mortgaged Property for dedication or public use (subject to the provisions of Section 6 hereof) and (ii) grant easements, reservations and rights of way in the ordinary course of business for water and sewer lines, telephone and telegraph lines, electric lines or other utilities or other similar purposes, provided that the Mortgagor delivers to the Mortgagee an Officer's Certificate (upon the accuracy of which the Mortgagee shall be entitled to rely conclusively) stating that no such Transfer set forth in the foregoing clauses (i) and (ii) shall materially impair the utility and operation of its Real Estate or have a material adverse effect on the value of the Mortgaged Property.

(g) In addition to the foregoing, (A) the Mortgagor may pledge its Cash Flow (which shall not include Proceeds or proceeds of any sale or financing of the Mortgaged Property) in excess, but only if there is any excess, of the amount required to service the scheduled payments due under the Notes, and under any subordinate financing permitted under this Mortgage and to pay all operating expenses (including amounts described in clauses (i), (ii), (iii), and (iv) of Section 11(d) as they become due and payable), to secure (i) indebtedness of the Mortgagor to an Affiliate of the Mortgagor provided such pledge is in accordance with the provisions of Section 11(d)(iv), does not include any restriction on financing or sale of the Mortgaged Property or any portion thereof, and is extinguished in the event of sale of the Mortgaged Property, or (ii) indebtedness of the Mortgagor, if made in accordance with one of the provisions of clauses (i) through (iv) of Section 11(d) hereof, and (B) each person (or successor thereto) having a direct or indirect interest in the Mortgagor on the date hereof may pledge its interest in the Mortgagor to the Mortgagor or to any other person (or successor thereto) having a direct or indirect interest in the Mortgagor on the date hereof.

12. Maintenance of Mortgaged Property; Alterations; Inspection; Utilities.

(a) The Mortgagor shall maintain the Mortgaged Property in a first class manner and keep every part thereof in good condition and repair, subject to ordinary wear and tear, and shall not permit or commit any waste, impairment, or deterioration of the Mortgaged Property in any material respect. The Mortgagor represents as of the date hereof that, except in respect of the matters for which funds shall be escrowed pursuant to Section 52 hereof, each of the Individual Properties is structurally sound and generally in good condition. The Mortgagor further covenants to do all other acts which from the character or use of the Mortgaged Property may be reasonably necessary to protect the security hereof, the specific enumerations herein not excluding the general. The Mortgagor shall not remove or demolish any Improvement on its Premises except as the same may be necessary in connection with an Alteration in accordance with this Section 12 or a restoration in connection with a Taking or casualty in accordance with Section 6 hereof.

(b) Except as may be necessary in connection with an Alteration permitted by Section 12(c) below, the Mortgagor shall not make any changes or allow any changes to be made in the nature of the use of the Real Estate or any part thereof, or initiate or acquiesce in any change in any zoning or other land use classification affecting all or any portion of the Real Estate now or hereafter in effect and affecting all or any portion of the Real Estate.

(c) Provided that no Event of Default shall have occurred and be continuing hereunder, the Mortgagor shall have the right, without the Mortgagee's consent, to undertake any alteration, improvement, demolition or removal (any such alteration, improvement, demolition or removal, an "Alteration") of the Mortgaged Property or any portion thereof so long as any such Alteration shall not have a material adverse effect on the financial condition of the Mortgagor or the value of the Mortgaged Property, taken as a whole, and such Alteration is undertaken in accordance with this Mortgage and any applicable Major Lease or Operating Agreement. Any Alteration which involves an estimated cost of more than One Million Dollars (\$1,000,000) shall be conducted under the supervision of an Independent Architect and no such Alteration shall be undertaken until five (5) Business Days after there shall have been filed with

the Mortgagee, for information purposes only and not for approval by the Mortgagee, detailed plans and specifications and cost estimates therefor, prepared and approved in writing by such Independent Architect. Such plans and specifications may be revised at any time and from time to time provided that material revisions of such plans and specifications are filed with the Mortgagee, for information purposes only, together with the written approval thereof by such Independent Architect. All work done in connection with any Alteration shall be performed with due diligence in a good and workmanlike manner, all materials used in connection with any Alteration shall not be less than the standard of quality of the materials currently used at the applicable portion of the Mortgaged Property and all work performed and all materials used shall be in accordance with all applicable Legal Requirements and Insurance Requirements. The Mortgagor will do or cause others to do, to the extent permitted by applicable law, all shoring of foundations and walls (i) of any Improvements or (ii) of the ground adjacent thereto, and every other act necessary or appropriate for the preservation and safety of the Real Estate by reason of or in connection with any excavation or other building operation upon the Real Estate or any adjoining property, whether or not the Mortgagor or any other Person shall, by any Legal Requirement, be required to take such action or be liable for failure to do so.

(d) Notwithstanding anything to the contrary contained in Section 12(c) hereof, prior to undertaking any Alteration the cost of which, individually or in the aggregate with all other related Alterations (and exclusive of any portion of the cost of such Alteration which is reimbursed to the Mortgagor by a Tenant or Tenants of its Individual Property), would, in the aggregate at any one time (inclusive of any Alterations then in progress), exceed the Material Alteration Amount (the term "Material Alteration Amount" shall mean One Million Six Hundred Twenty-Three Thousand Seven Hundred Sixty Dollars (\$1,623,760) as to the Individual Property known as Boise Towne Square, Two Hundred Eighty-Nine Thousand Thirty-Four Dollars (\$289,034) as to the Individual Property known as Cache Valley Mall, Nine Hundred Ninety-Two Thousand Eight Hundred Forty-Nine Dollars (\$992,849), as to the Individual Property known as Cottonwood Mall, Two Hundred Seventy-Three Thousand Five Hundred Eighty-Two Dollars (\$273,582) as to the Individual Property known as North Plains Mall, Five Hundred Thousand Nine Hundred Forty-Two Dollars (\$500,942) as to the Individual Property known as Pine Ridge Mall, Three Hundred Six Thousand Nine Hundred Forty-Nine Dollars (\$306,949) as to the Individual Property known as Red Cliffs Mall, (Five Hundred Eight Thousand Seven Hundred Thirty Dollars (\$508,730) as to the Individual Property known as Three Rivers Mall, and Two Hundred Fifty-Four Thousand One Hundred Fifty-Four Dollars (\$254,154) as to the Individual Property known as White Mountain Mall, but in no event shall the Material Alteration Amount for all of the Mortgaged Property exceed Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) at any one time; and the term a "Material Alteration" shall mean an Alteration the cost of which exceeds the Material Alteration Amount), the Mortgagor shall have delivered to the Mortgagee:

(i) a certification that the Annualized Cash Flow for a Measuring Period ending not more than sixty (60) days prior thereto is equal to or greater than 150% of the Annualized Debt Service calculated based on such Measuring Period;

(ii) an estimate of the cost of such Material Alteration prepared by an Independent Architect; and

(iii) security in the amount by which the total estimated cost of such Material Alteration (as set forth in the Independent Architect's certificate referred to above) plus any anticipated Cash Flow shortfalls (as set forth in an Office's Certificate of the applicable Mortgages) exceeds the Material Alteration Amount (provided, however, that with respect to any Material Alterations that either have not been commenced or that are not reasonably anticipated to be substantially completed at least two (2) years prior to the Maturity Date (as defined in the Indenture), such security shall be in the amount of the total estimated cost of such Material Alteration, such security to be in the form of:

- (A) Cash or Cash Equivalents; or
- (B) a Credit Facility.

At any time after substantial completion of any Alteration in respect whereof security as described in Section 12(d)(iii) was deposited pursuant hereto, the whole balance of any Cash or Cash Equivalent so deposited with the Mortgagee with respect to such Alteration and then remaining on deposit may be withdrawn by the Mortgagor and shall be paid by the Mortgagee to the Mortgagor, and any Credit Facility or other security so deposited with respect to such Alteration shall, to the extent it has not been called upon, reduced or theretofore released, be released by the Mortgagee to the Mortgagor, within ten (10) days after receipt by the Mortgagee of an application for such withdrawal and/or release together with an Officer's Certificate, and signed also (as to clause (1) of this Section) by the Independent Architect, setting forth in substance as follows:

(1) that the Alteration in respect of which such Cash, Cash Equivalent or Credit Facility was deposited, has been substantially completed in all material respects in accordance with any plans and specifications therefor previously filed with the Mortgagee under Section 12(c) hereof;

(2) that to the best knowledge of the certifying Person all amounts which the Mortgagor is or may become liable to pay in respect of such Alteration through the date of the certification have been paid in full or adequately provided for or are being contested in accordance with Section 7(c) hereof and, to the extent that such are customary and reasonably obtainable by prudent managers in the metropolitan area where the applicable portion of the Mortgaged Property is located and the Mortgagor is not contesting payment in accordance with Section 7(c) hereof, that lien waivers have been obtained from the general contractor and major subcontractors performing such Alterations;

(3) that to the best knowledge of the certifying Person such Alteration has not been performed in violation of any Legal Requirement or Insurance Requirement and will not result in the loss of any certificate of occupancy;

(4) that to the best knowledge of the certifying Person the property, after giving effect to such Alteration, can be used for the purpose for which it was intended; and

(5) that to the best knowledge of the certifying Person no Default or Event of Default has occurred and is continuing.

In the case of any Material Alteration for which security in an amount equal to the total estimated cost of such Material Alteration has been deposited with the Mortgagee, as described in Section 12(d)(iii), then from time to time as progress payments for such Material Alteration are made, the balance of any Cash or Cash Equivalents so deposited with the Mortgagee may be withdrawn by the Mortgagor and shall be paid by the Mortgagee to the Mortgagor and any Credit Facility or other security so deposited shall be reduced and released to the extent of any such progress payments so made (minus five (5%) percent of such amount (the "Retainage")), within ten (10) days after receipt by the Mortgagee of an application for such reduction and release, together with an Officer's Certificate of the Mortgagor, and signed also (as to clause (1) of this Section) by the Independent Architect, setting forth in substance as follows:

(1) that the progress payment for such Material Alteration represents the amount of work that has been completed to date in all material respects in accordance with any plans and specifications therefor previously filed with the Mortgagee under Section 12(c) hereof;

(2) that to the best knowledge of the certifying Person all amounts which the Mortgagor is or may become liable to pay in respect of such Material Alteration through the date of the certification have been paid in full or adequately provided for or are being contested in accordance with Section 7(c) hereof and, to the extent that such are customary and reasonably obtainable by prudent managers in the metropolitan area where the applicable portion of the Mortgaged Property is located and the Mortgagor is not contesting payment in accordance with Section 7(c) hereof, that lien waivers have been obtained from the general contractor and major subcontractors performing such Material Alterations; and

(3) that to the best knowledge of the certifying Person no Default or Event of Default has occurred and is continuing.

The Retainage shall be released by the Mortgagee to the Mortgagor upon substantial completion of the Material Alteration, within ten (10) days after receipt by the Mortgagee of a certificate from the Independent Architect stating in substance that the Material Alteration has been substantially completed in all material respects in accordance with the appropriate plans and specifications and applicable local building codes, together with any temporary certificate(s) of occupancy required by applicable law.

(e) The Mortgagee and any Persons authorized by them may at all reasonable times and upon reasonable notice enter and examine the applicable portion of the Mortgaged Property and may inspect all work done, labor performed and materials furnished in and about such applicable portion of the Mortgaged Property subject in all instances to the rights of tenants under Leases. The Mortgagee shall not have any duty to make any such inspection and shall not have any liability or obligation for making (except for its gross negligence or willful misconduct) or not making any such inspection.

(f) Subject to the Mortgagor's right of contest pursuant to Section 7(c), the Mortgagor shall pay or cause to be paid when due all charges for all public or private utility services, all public or private highway services, all public or private communication services, all sprinkler systems and protective services and all other assessments or charges of a similar nature, whether public or private at any time rendered to or in connection with the Mortgaged Property or any part thereof, whether or not such assessments or charges are Liens thereon.

13. Legal Compliance. The Mortgagor represents that it has not received any written notice of any violation of a Legal Requirement that remains uncured, and that to the Mortgagor's best knowledge, it and the Mortgaged Property and the use thereof materially comply with all Legal Requirements (hereinafter defined). Subject to the Mortgagor's right of contest pursuant to Section 7(c), the Mortgagor shall comply with, or use its reasonable efforts to cause to be complied with by Tenants or other third parties whose obligation it is to so comply by contract or pursuant to law, and conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, and irrespective of the nature of the work to be done, of every Governmental Authority and all covenants, restrictions and conditions now or hereafter of record which may be applicable to it or to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property including, without limitation, building and zoning codes and ordinances (collectively, the Legal Requirements").

14. Books and Records, Financial Statements, Reports and Other Information.

(a) Books and Records. The Mortgagor will keep and maintain on a calendar year basis proper books and client records, in which accurate and complete entries shall be made of all dealings or transactions of or in relation to the Notes and the Mortgaged Property and its business and affairs relating to the Mortgaged Property, in accordance with generally accepted accounting principles in the United States on a current value basis ("GAAP") consistently applied. The Mortgagee and its authorized representatives and S&P and D&P shall have the right at reasonable times and upon reasonable notice to examine the books and records of the Mortgagor relating to the operation of the Mortgaged Property and to make such copies or extracts thereof as the Mortgagee may reasonably require.

(b) Financial Statements.

(i) Not later than sixty (60) days following the end of each fiscal quarter of the Mortgagor's operations, the Mortgagor will deliver to the Mortgagee unaudited financial statements prepared by the vice president and treasurer of the general partner of the Mortgagor in accordance with GAAP, consistently applied, including a balance sheet as of the end of such quarter and a statement of revenues and expenses for such quarter. Such statements for each quarter shall be accompanied by an Officer's Certificate certifying that to the best of the signer's knowledge, (A) such statements fairly represent the financial condition and results of operations of the Mortgagor in accordance with GAAP consistently applied and (B) as of the date of such Officer's Certificate, no Event of Default by the Mortgagor exists under this Mortgage, the Notes or any other Loan Document or, if so, specifying each such Event of Default and the

nature and status thereof and the action then being taken by the Mortgagor or proposed to be taken to remedy such Default.

(ii) Not later than ninety (90) days after the end of each fiscal year of the Mortgagor's operations, the Mortgagor will, on a consolidating basis, deliver to the Mortgagee, S&P and D&P audited financial statements prepared by an Independent Accountant in accordance with GAAP consistently applied, including a balance sheet as of the end of such year and a statement of revenues and expenses for such year, and stating in comparative form the figures for the previous fiscal year. All such financial statements shall be accompanied by a Special Auditor's Report. Such annual financial statements shall also be accompanied by an Officer's Certificate in the form required pursuant to Section 14(b)(i) hereof.

(c) Certificate as to No Default. Within fifteen (15) Business Days after any request by the Mortgagee therefor (which requests shall not be made more than twice in any calendar year), the Mortgagor will furnish to the Mortgagee an Officer's Certificate, stating that in the ordinary course of the performance by the signer of his duties as an officer of the general partner of the Mortgagor he either would normally obtain knowledge as to the existence of any Event of Default hereunder and certifying that to the best of his knowledge there is no Event of Default under the Loan Documents then existing, or if any such Event of Default exists, specifying each such Event of Default and the nature and status thereof and what action the Mortgagor is taking or proposes to take to remedy such Event of Default with respect thereto.

(d) Leasing Reports. Not later than sixty (60) days after the end of each fiscal quarter of the Mortgagor's operations, the Mortgagor will deliver to the Mortgagee, S&P and D&P a true and complete rent roll for the Mortgaged Property, dated as of the last date of such fiscal quarter, (i) containing a list of all Tenants under Leases, (ii) the net rentable square feet leased by each Tenant, (iii) the annual rent including fixed rent, percentage rent and additional rent currently payable by each Tenant, (iv) the expiration date of each of the Leases, including renewal options, (v) the security deposit, if any, held by the Mortgagor, (vi) the arrearages for each Tenant, if any, and (vii) advances made by the Mortgagor for tenant improvements, and such rent roll shall be accompanied by an Officer's Certificate certifying that such rent roll is true, correct and complete in all material respects and stating whether the Mortgagor, within the past three (3) months, has issued a notice of default with respect to any Lease which has not been cured, and the nature of such default. The Mortgagor will deliver to the Mortgagee, S&P and D&P, on request, certified copies of all Leases and amendments or modifications to existing Leases entered into subsequent to the date of the last such report to the Mortgagee, which certificate shall include a statement that each such Lease complies with the provisions of Section 15 hereof.

(e) Other Information. The Mortgagor will, within a reasonable time after written request by the Mortgagee or the Rating Agencies, furnish or cause to be furnished to the Mortgagee and the Rating Agencies, in such manner and in such detail as may be reasonably requested by the Mortgagee or the Rating Agencies, as applicable, such reasonable additional information as may be requested by the Mortgagee or the Rating Agencies with respect to the Mortgaged Property or any portion thereof.

15. Compliance with Leases and Agreements.

(a) The Mortgagor has heretofore delivered to the Mortgagee true and complete copies of the Major Leases and the Operating Agreements and any and all amendments or modifications thereof to which it is a party or by which it is bound. The Mortgagor represents as of the date hereof that the Operating Agreements and all leases currently in force in respect of each of the Individual Properties in respect of which the Mortgagor is lessor or landlord are in full force and effect (except for those leases in respect of which Tenants are in default as set forth on Exhibit D attached hereto) and that (except for such leases) it has neither given to, nor received any notice of default from, any Tenant under any leases or any party to any of the Operating Agreements which remains uncured and, to the best of its knowledge, no events or circumstances exist which with or without the giving of notice, the passage of time or both, would constitute a default under any leases or the Operating Agreements on its part, or on the part of any party thereunder. The Mortgagor has complied with and performed all of its material construction, improvement and alteration obligations with respect to the Real Estate required under the Operating Agreements, Major Leases and Material Leases. The Mortgagor will promptly after receipt thereof deliver to the Mortgagee a copy of any notice received with respect to the Operating Agreements or from any Tenant under any Major Lease or Material Lease, claiming that the Mortgagor is in default in the performance or observance of any of the terms, covenants or conditions of such Tenant's Lease. As used herein, a "Material Lease" shall mean a Lease or Leases as to a single Tenant covering five (5%) percent or more of the rentable area of any Individual Property.

(b) The Mortgagor shall, at all times, lease the Mortgaged Property in its discretion reasonably exercised in a first-class manner consistent with other first-class regional shopping malls located in the area in which the applicable portion of the Mortgaged Property is located and then current market conditions existing in the area in which such portion of the Mortgaged Property is located and otherwise in accordance with this Mortgage. Each Lease entered into after the date hereof (including the renewal or extension on or after the date hereof of any Lease entered into prior to the date hereof if the rent payable during such renewal or extension, or a formula to compute such rent, is not provided for in such Lease, such a renewal or extension a "Renewal Lease") either (A) shall provide for payment of rent and all other material amounts payable thereunder at rates at least equal to the fair market rental value (taking into account the type and quality of the tenant), as of the date such Lease is executed by the Mortgagor, of the space covered by such Lease or Renewal Lease for the term thereof, including any renewal options, (B) shall not have a material adverse effect on the value of any applicable Individual Property as a whole, or (C) shall be consented to by the Mortgagee. The Mortgagor may, without the consent of the Mortgagee, amend, modify or waive the provisions of any Lease or terminate, reduce rents under or shorten the term of any Lease provided that such action (taking into account, in the case of a termination, reduction in rent or shortening of term, the planned alternative use of the affected space) does not have a material adverse effect upon the value of any applicable Individual Property taken as a whole, and provided further that such Lease, as amended, modified or waived, is otherwise in compliance with the requirements of this Mortgage and a certified copy of the amendment, modification or waiver is delivered to the Mortgagee.

(c) The Mortgagor shall (i) promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the Leases and the Operating Agreements to the extent that the non-compliance with which will not result in a material and adverse impairment of the value of any Individual Property or the Lien created hereby; (ii) use reasonable efforts to enforce all of the material terms, covenants and conditions of the Leases and the Operating Agreements against the Tenants and parties thereunder to be performed or observed; (iii) exercise, within fifteen (15) Business Days after a written request by the Mortgagee, any right to request from the Tenant under any Lease or the party to any Operating Agreement a certificate with respect to the status thereof; and (iv) shall not collect any of the Rents under the Leases more than one (1) month in advance (except that it may collect such security deposits as are permitted by Legal Requirements and are commercially reasonable in the prevailing market and collect escalations, percentage rent and other charges in accordance with the terms of each Lease). The Mortgagor will maintain the validity, perfection, priority and effectiveness of this Mortgage and the other Loan Documents, and will not take any action, will not permit action to be taken by others and will not omit to take any action, nor, except as permitted hereby, will the Mortgagor give any notice, approval or consent or exercise any rights under or in respect of any Lease or Operating Agreement, which action, omission, notice, approval, consent or exercise of rights would impair the validity of any such Lease or Operating Agreement, this Mortgage or any of the other Loan Documents (other than as expressly permitted hereby), if any of the foregoing would affect any Individual Property in any material adverse respect.

(d) The Mortgagor shall not enter into any Lease with an Affiliate of it, unless (a) the space is for the use and occupancy of one or more of such Affiliates, and (b) the material terms of such Lease comply with the requirements set forth in Section 15(b) hereof; provided, however, that a reasonable amount of office space not in excess of 5,000 net leasable square feet can be provided to a Manager for the purpose of management of the property at less than fair market rental or at no rental, at the Mortgagor's discretion. The Mortgagor shall have the right, subject to the provisions of this Mortgage, to acquire Leases by way of assignment, surrender, acquisition or further sublease. The Mortgagor shall not modify a Management Agreement in any respect which would have a material adverse effect on the operation of, or the Cash Flow generated by, or the value of, any Individual Property without the prior approval of the Mortgagee. The Mortgagor shall provide written notice to the Rating Agencies (as defined in the Indenture) if there is a new Manager of any Individual Property.

(e) All Leases entered into by the Mortgagor after the date hereof (except lease renewals with respect to Major Leases), if any, shall be subject and subordinate to this Mortgage; provided that the Mortgagee shall be obligated to enter into a subordination, attornment and non-disturbance agreement, in form and substance substantially similar to the form attached hereto as Exhibit H (a "Nondisturbance Agreement") with any tenant entering into a Material Lease after the date hereof.

(f) Subject to the Mortgagee's delivery of a Nondisturbance Agreement to Tenants of Material Leases as required pursuant to the provisions of Section 15(e) above, in the event of the enforcement by the Mortgagee of any remedy under this Mortgage, the Tenant under each Lease shall, at the Mortgagee's option or any other Person succeeding to the interest of the

Mortgagee as a result of such enforcement, attorn to the Mortgagee or to such Person and shall recognize the Mortgagee or such successor in interest as lessor under any such Lease without change in the provisions thereof; provided, however, that the Mortgagee or such successor in interest shall not be liable for or bound by (i) any payment of an installment of rent or additional rent which may have been made more than one month in advance, (ii) any amendment or modification to or termination of any such Lease not in conformity with Section 15(b), (iii) any act or omission of or default by the Mortgagor under any such Lease, (iv) any obligation of the Mortgagor to any Tenant with respect to tenant improvements, unless such obligation is incurred pursuant to Leases which otherwise comply with the provisions of Section 15 hereof, or (v) subject to any credits, claims, setoffs or defenses which any Tenant may have against the Mortgagor. The Mortgagor shall cause each such Tenant, upon request by the Mortgagee or such successor in interest, to execute and deliver an instrument or instruments confirming such attornment (subject to the terms of such Tenant's Lease and to the Mortgagee's delivery of a Nondisturbance Agreement to such Tenant, if such Nondisturbance Agreement is required pursuant to the provisions of Section 15(e) above).

16. Mortgagee's Right to Perform. Upon the occurrence of an Event of Default with respect to the performance of any of the Obligations contained herein, the Mortgagee, without waiving or releasing the Mortgagor from any Obligation or Default under this Mortgage, may (but shall not be obligated to), at any time perform the same, and the cost thereof (including, without limitation, reasonable attorneys' fees and disbursements), with interest at the rate then applicable to the Notes from the date of payment by the Mortgagee to the date such amount is paid by the Mortgagor, shall immediately be due from the Mortgagor to the Mortgagee, and the same shall be secured by this Mortgage and shall be a Lien on all Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching subsequent to the Lien of this Mortgage. No payment or advance of money by the Mortgagee under this Section 16 shall be deemed or construed to cure Mortgagor's Default or waive any right or remedy of the Mortgagee hereunder.

17. The Mortgagor's Existence; Organization and Authority. The Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the Delaware Revised Uniform Limited Partnership Act and its right to own property or transact business in the states in which each Individual Property is located. The Mortgagor hereby represents and warrants that it (a) is a duly organized and validly existing limited partnership in good standing under the laws of the State of Delaware, (b) has the power and authority to own its properties and to carry on its business as now being conducted (including all applicable licenses and permits required with respect to each Individual Property) and as proposed to be conducted and is qualified to do business and is in good standing in each State in which each Individual Property is located and (c) has the power to execute and deliver and perform its obligations under this Mortgage, the Notes, the Agency Agreement and all of the other Loan Documents (excluding the Indenture). The execution and delivery by the Mortgagor of this Mortgage and each of the other Loan Documents, the Mortgagor's performance of its obligations thereunder and the creation of the security interest and Liens provided for in this Mortgage and the other Loan Documents have been duly authorized by all requisite action on the part of the Mortgagor, and will not violate, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Legal Requirement, any

order of any court or other Governmental Authority, the Partnership Agreement of it or any material indenture, agreement or other instrument to which it is a party, or by which it is bound, or result in the creation or imposition of any Lien, of any nature whatsoever, upon any of its property or assets except the Liens created hereunder and under the other Loan Documents. The Mortgagor is not required to obtain any consent, approval or authorization from or to file any declaration or statement with, any Governmental Authority or other agency in connection with or as a condition to the execution, delivery or performance of this Mortgage or the other Loan Documents. The Mortgagor further represents and warrants that each of it and its general partner is and, so long as any portion of the Indebtedness shall remain outstanding, shall do all things necessary to continue to be, a Single Purpose Entity, and that no dissolution of the Mortgagor shall occur for so long as the Mortgagor remains liable for the payment of all or any portion of the Indebtedness.

18. Protection of Security: Costs and Expenses. The Mortgagor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee hereunder and shall pay all costs and expenses, including, without limitation, cost of evidence of title and reasonable attorneys' fees and disbursements, in any such action or proceeding in which the Mortgagee may appear, and in any suit brought by the Mortgagee to foreclose upon the Mortgaged Property or any part thereof or to enforce or establish any other rights or remedies of the Mortgagee hereunder. If an Event of Default occurs under this Mortgage, or if any action or proceeding is commenced in which it becomes necessary to defend or uphold the Lien or priority of this Mortgage or which materially and adversely affects the Mortgagee's interest in the Mortgaged Property or any part thereof, including, but not limited to, eminent domain, enforcement of, or proceedings of any nature whatsoever under any Legal Requirement affecting the Mortgaged Property or involving Mortgagor's bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, then the Mortgagee, upon reasonable notice to the Mortgagor, may, but without obligation to do so and without releasing the Mortgagor from any obligation hereunder, make such appearances, disburse such sums and take such action as the Mortgagee deems necessary or appropriate to protect the Mortgagee's interest in the Mortgaged Property, including, but not limited to, disbursement of reasonable attorneys' fees, entry upon the Mortgaged Property to make repairs or take other action to protect the security hereof, and pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of the Mortgagee appears to be prior or superior hereto. All of the costs, expenses and amounts set forth in this Section 19 shall be payable by the Mortgagor, on demand and, together with interest thereon at the rate then in effect with respect to the Notes, from the date of any such payment by the Mortgagee until the date of repayment by the Mortgagor, shall be deemed to be Indebtedness hereunder. Nothing contained in this Section 18 shall be construed to require the Mortgagee to incur any expense, make any appearance, or take any other action.

The Mortgagor further agrees to pay all fees, costs and expenses of the Mortgagee including, without limitation, reasonable attorneys' fees and disbursements incurred by the Mortgagee (including mortgage recording, documentary, stamp, intangible, personal property, transaction and other similar taxes and charges and any interest or penalties with respect thereto, however the Mortgagor is not responsible for any intangible or personal property tax (non-recurring or recurring) which may be assessed against a Noteholder) in connection with (a) the negotiation, preparation, execution, delivery, recordation and filing of this Mortgage, the

Notes, the Indenture and the other Loan Documents (including financing and continuation statements), (b) the negotiation, preparation, execution and delivery of all documents and agreements relating to the placement and registration on any securities exchange(s) of the Notes including, without limitation, any offering circular or prospectuses, registration statements or materials, subscription agreements and other documents and (c) the performance of their respective obligations and exercise of their respective rights under this Mortgage, the Notes, the Agency Agreement or the other Loan Documents. All of the fees, costs, expenses, indemnifications and amounts set forth in this Section 18 shall be payable by the Mortgagor, on demand, together with interest thereon at the rate then in effect with respect to the Notes, from the date of any such payment by the Mortgagee until the date of repayment, shall be deemed to be Indebtedness hereunder and shall be a Lien on the Mortgaged Property prior to any right, title, interest or claim upon the Mortgaged Property other than under this Mortgage. Nothing contained in this Section 18 shall be construed to require the Mortgagee to incur any expense, make any appearance, or take any other action.

19. Management of Mortgaged Property.

(a) The Mortgagor covenants and agrees with the Mortgagee that each of the Individual Properties will be managed at all times as a first-class regional shopping mall or mini-mall, as the case may be, by the Manager in accordance with the provisions of the Management Agreement or by a Qualifying Manager. For purposes hereof, a "Qualifying Manager" shall mean (i) Manager, or (ii) another prominent professional management corporation or business entity which manages at least six (6) other regional shopping malls totalling at least 5,000,000 square feet (including anchor stores) in the United States.

(b) The Mortgagor acknowledges and agrees that upon acquisition of any Real Estate and Improvements by the Mortgagee (pursuant to a foreclosure or deed in lieu of foreclosure) the Management Agreement may be terminated by the Mortgagee with respect to the applicable Individual Property only, upon thirty (30) days notice delivered to Manager at 35 Century Park-Way, Salt Lake City, Utah 84115. The Manager has agreed to the foregoing and that its Management Agreement is subject and subordinate in all respects to the Lien of this Mortgage.

20. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may take such actions against the Mortgagor and/or against any Individual Property or any portion thereof or with respect to all of the Mortgaged Property or any portion thereof as the Mortgagee determines is necessary to protect and enforce its rights hereunder, without notice or demand except as set forth below. Any such actions taken by the Mortgagee shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Mortgagee may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Mortgagee permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Such actions may include the following:

(a) Acceleration. Subject to and in accordance with any applicable provisions of the Notes and the other Loan Documents, all or any portion of the unpaid principal balance

under the Notes, together with all accrued and unpaid interest thereon, and all other unpaid Indebtedness, may be declared to be immediately due and payable.

(b) Entry. The Mortgagee may enter into or upon any Mortgaged Property, personally or by its agents, nominees or attorneys, and may dispossess the Mortgagor and its agents and servants therefrom, and thereupon the Mortgagee may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of any Mortgaged Property and conduct business thereon, in any case either in the name of the Mortgagee or in such other name as the Mortgagee shall in its reasonable discretion deem advisable; (ii) exercise all rights and powers of the Mortgagor with respect to all or any portion of the Mortgaged Property whether in the name of the Mortgagor or otherwise, including the right to enter into, cancel, enforce or modify Leases, obtain and evict tenants and demand, sue for, collect and receive all Rents with respect to all or any portion of the Mortgaged Property; and (iii) apply the receipts of all such Rents with respect to all or any portion of the Mortgaged Property to the payment of the Indebtedness in such order as the Mortgagee shall determine in its sole discretion, after deducting therefrom all costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations.

(c) Foreclosure. The Mortgagee may institute proceedings for the complete or partial foreclosure of this Mortgage against all or any portion of the Mortgaged Property, in which case any Mortgaged Property or any portion thereof may be sold for cash or upon credit, as an entirety or in parcels or portions. Subject to the terms of the Indenture, the Mortgagee may institute, or require the Trustees to institute, proceedings for the partial foreclosure of this Mortgage against all or any portion of the Mortgaged Property for the portion of the Indebtedness which is then due and payable, subject to the continuing lien of this Mortgage on the remainder of the Mortgaged Property for the balance of the Indebtedness not then due and in the event of the foreclosure or other action by the Mortgagee to enforce its remedies in connection with one (1) or more of the Individual Properties or all or any portion of the Mortgaged Property, whether such foreclosure sale (or other remedy) yields Net Proceeds in an amount less than, equal to, or more than the Allocable Loan Amount of such Individual Property or Mortgaged Property, the Mortgagee shall apply all Net Proceeds received to repay the Indebtedness, the Indebtedness shall be reduced to the extent of such Net Proceeds and the remaining portion of the Indebtedness shall remain outstanding and secured by this Mortgage and the other Loan Documents, it being understood and agreed by the Mortgagor that the Mortgagor is liable for the repayment of the Indebtedness and that any "excess" foreclosure proceeds are part of the cross-collateralized and cross-defaulted security granted to the Mortgagee pursuant to this Mortgage.

(d) Specific Performance. The Mortgagee, in its sole and absolute discretion, may institute any action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained herein or in the Notes or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(e) Enforcement of Notes. Subject to and in accordance with any applicable provisions of the Notes and the other Loan Documents, the Mortgagee may recover judgment on

the Notes (or any portion of the Indebtedness evidenced thereby), either before, during or after any proceedings for the foreclosure (or partial foreclosure) or enforcement of this Mortgage.

(f) Appointment of Receiver. The Mortgagee as a matter of right may secure the appointment of a receiver, trustee or liquidator of any Mortgaged Property or any portion thereof, and the Mortgagor hereby irrevocably consents and agrees to such appointment, without regard to the value of its Individual Property or the adequacy of the security for the Indebtedness and without regard to the solvency of the Mortgagor or any other Person liable for the payment of the Indebtedness, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of the Mortgagee to receive the Rents with respect to any of the Mortgaged Property pursuant to this Mortgage.

(g) UCC Remedies. The Mortgagee may exercise any or all of the remedies available to a secured party under the UCC.

(h) As to Property in Utah. This instrument is executed in connection with a multistate lending transaction. For purposes of the portion of the Mortgaged Property located in the State of Utah, this Mortgage confers upon the Utah Trustee and upon the Mortgagee as Beneficiary all rights, powers and privileges conferred upon a trustee and a beneficiary under a deed of trust in accordance with the laws of the State of Utah. Upon the occurrence of an Event of Default, the Utah Trustee may exercise the power of sale conferred upon the Utah Trustee or at the option of the Mortgagee, this instrument may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property in Utah.

The Mortgagor requests that it be provided with a copy of any notice of default and of any notice of sale at the Mortgagor's address as provided in this instrument.

This Mortgage is intended to be effective as a financing statement filed as a fixture filing as to all goods that are or are to become fixtures related to any of the Individual Properties comprising the portions of the Mortgaged Property located in the State of Utah as described in this Mortgage. The name of and address of the Mortgagor-Debtor and the name and address of the Mortgagee-Secured Party from which further information concerning the security interest may be obtained are provided in this instrument. The types or items of collateral are also described in this instrument. The federal income tax identification number of the Mortgagor-Debtor will be separately supplied.

With respect to the part of the Mortgaged Property located in the State of Utah, the exercise of any right or remedy must be in accordance with the requirements of the Utah "One Action Rule" if applicable. In exercising any such right or remedy whether by mortgage foreclosure, trustee power of sale or otherwise, any such action must include all of the Mortgaged Property located in the State of Utah ("Utah Mortgaged Property") that serves as part of the security for the Indebtedness. If the Utah Mortgaged Property consists of several known lots or parcels, they must be sold separately. In the event the Utah Mortgaged Property is sold by the Utah Trustee pursuant to such Trustee's power of sale, application for a deficiency must be

sought in a judicial action filed at any time within three months of such sale. Regardless of the amount bid at any such sale conducted by the Utah Trustee, the amount which may be obtained in such a deficiency action is restricted to the difference between the amount of the indebtedness secured by the Utah Mortgaged Property and the fair market value of such property on the date of the Utah Trustee's sale of such property. If the Utah Mortgaged Property is sold pursuant to a judicial foreclosure order, there shall be no restriction on the amount of any deficiency judgment, but the Utah Mortgaged Property shall be subject to redemption for a period of six (6) months after the sale. In any sale the Mortgagor, if present at the sale, shall have the right to direct the order of sale of the Utah Mortgaged Property to the extent such property consists of several known lots or parcels.

(i) As to Property in New Mexico. The Mortgagor expressly subjects the North Plains Premises to the terms of the New Mexico Deed of Trust Act. The Mortgagor represents and warrants to the Mortgagee that the North Plains Premises qualifies as "trust real estate" as defined in the New Mexico Deed of Trust Act. The Mortgagor intends that the New Mexico Trustee and the Mortgagee receive through the Notes and this Mortgage all of the rights and remedies afforded a trustee and beneficiary by the New Mexico Deed of Trust Act, whether or not such rights and remedies are expressly granted in the Notes and/or this Mortgage, including without limitation the right to recover a deficiency judgment in accordance with the New Mexico Deed of Trust Act.

If the North Plains Premises is sold at foreclosure sale following a court-ordered foreclosure sale, the redemption period following foreclosure sale shall be one (1) month instead of nine (9) months as provided in N.M. Stat. Ann. § 39-5-19 (Cum. Supp. 1988). If the North Plains Premises is sold at a trustee's sale, the Mortgagor shall have no right of redemption; however, the redemption period for any junior encumbrancer entitled to redeem the North Plains Premises shall be one (1) month in lieu of nine (9) months, as provided in N.M. Stat. Ann. § 39-5-18 (Cum. Supp. 1988).

(j) As to Property in Idaho. The date of maturity of the Notes secured hereby is January 21, 2001, unless extended pursuant to the terms of the Notes for an additional period of two (2) years, in which event the date of maturity shall be January 21, 2003. The Pine Ridge Leasehold Premises and the Pine Ridge Fee Premises, and all Improvements thereon are herein conveyed and transferred to the Idaho Trustee, as Trustee, in trust for the benefit of the Mortgagee, pursuant to Idaho trust deed law, as now enacted or hereafter amended, notwithstanding anything to the contrary in this Mortgage. As to the Boise Leasehold Premises, the Boise Fee Premises, the Pine Ridge Leasehold Premises and the Pine Ridge Fee Premises, all references to "Mortgage" shall mean "Trust Deed," all references to the "Mortgagee" shall mean "Beneficiary," and all references to "Mortgagor" shall mean "Grantor."

Upon the occurrence of an Event of Default as defined above, in paragraph 1. Definitions, the Mortgagee, as Beneficiary of the Trust Deed in Idaho may:

(i) commence an action to foreclose this Mortgage as a mortgage, in which event the Mortgagor shall have the right to cure the default any time prior to the entry of the Decree of Foreclosure, or in the event of a Decree of Foreclosure and subsequent

foreclosure sale, the Mortgagor shall have 12 months from the sale date in which to redeem the Individual Property located in Idaho; or

(ii) direct the Idaho Trustee to foreclose this Mortgage as a trust deed upon the Boise Leasehold Premises, the Boise Fee Premises, the Pine Ridge Leasehold Premises and the Pine Ridge Fee Premises and the Improvements thereon by notice and sale, pursuant to Idaho law. The Mortgagor has the right to cure the default any time within 115 days of the recording of the notice of default but if the Boise Leasehold Premises, the Boise Fee Premises, the Pine Ridge Leasehold Premises and the Pine Ridge Fee Premises and the Improvements thereon are sold at trustee's sale, which shall be scheduled at least 120 days after the notice of default has been recorded and notice of sale has been given as provided by Idaho law, the purchaser takes the premises free of any redemption rights of the Mortgagor.

The exercise at any time of any of the remedies available against any Mortgaged Property located in the State of Idaho is subject to the "one form of action" provided by law. Notwithstanding the foregoing, the appointment of a receiver, the enforcement of the assignment of rents, or the exercise (before, after or contemporaneously with an Idaho action) of any remedies relating to the Mortgaged Property located outside the State of Idaho will not constitute a violation of the Idaho "one form of action" statute. Any judicial or non-judicial foreclosure action in Idaho must be taken against all the real and personal property given as security for the Indebtedness; otherwise, the Mortgage is released as to the property omitted from such action. Additionally, no money judgment can be taken against the Mortgagor until all property pledged to secure the Indebtedness has been sold and applied against the Indebtedness.

Obligatory additional advances shall have the same lien priority as the Loan Amount. Optional additional advances while secured by the lien of this Mortgage shall have the priority dates of each advance. The total Obligations secured by this Mortgage shall include any amounts expended by the Mortgagee from time to time to protect the Mortgaged Property as herein provided.

The provisions of this subsection (j) are not exclusive of the other provisions of this Section 20 (except subsections (i) and (k)) to the extent not inconsistent with this subsection (j) and to the extent permitted under the law of the State of Idaho.

(k) As to Property in Washington. The property conveyed under this instrument is not used principally for agricultural or farming purposes. With respect to the Three Rivers Premises, this Mortgage confers upon the Washington Trustee and Mortgagee as beneficiary all rights, powers and privileges conferred upon a trustee and a beneficiary under a deed of trust in accordance with the laws of the State of Washington.

In addition to any other rights or remedies accorded the Washington Trustee and Mortgagee by this instrument or by law, the Washington Trustee may foreclose by notice and sale, and the Mortgagee may foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

(k-1) As to Property in Wyoming. This instrument is executed in connection with a multistate lending transaction. For purposes of any Individual Property located in Wyoming, this instrument may, at the sole option of the Mortgagee, be foreclosed either as a deed of trust or as a mortgage. If the Mortgagee elects to foreclose this instrument as a mortgage, such foreclosure may be carried out either by advertisement and sale as provided and permitted by Wyoming statutes, with the POWER OF ADVERTISEMENT AND SALE being expressly given to the Mortgagee and Trustee, or by an action in equity or at law. The proper party to carry out such foreclosure, whether by advertisement and sale or by judicial action, shall be either the Mortgagee or the Trustee. Out of the proceeds of any foreclosure sale, whether foreclosure by advertisement and sale or by judicial proceeding, the Mortgagee shall receive all sums due to it hereunder, including attorney's fees and other costs and expenses of foreclosure and sale, in a reasonable amount.

(l) Partial Foreclosure. In the event of foreclosure of this Mortgage as it relates to all or any portion of an Individual Property or Individual Properties, or other transfer of title to or assignment of all or any portion of such Individual Property or Individual Properties in extinguishment of all or any portion of the Indebtedness, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Mortgage (to the extent same relate to such Individual Property or Individual Properties) and any insurance Proceeds (to the extent same relate to such Individual Property or Individual Properties) shall insure to the benefit of and pass to the Mortgagee or any purchaser(s) or transferee(s) of such Individual Property or Individual Properties.

(m) Effect of Judgment. No recovery of any judgment by the Mortgagee or any Trustee and no levy of an execution under any judgment upon one (1) or more Individual Properties or any portion thereof or upon any other property of the Mortgagor shall adversely affect in any manner or to any extent the lien of this Mortgage upon the remaining Individual Properties or any portion thereof, or any rights, powers or remedies of the Mortgagee or the Trustees hereunder. Such lien, rights, powers and remedies of the Mortgagee and the Trustees shall continue unimpaired as before.

(n) Continuing Power of Sale. The power of sale conferred upon any Trustee in this Mortgage shall not be exhausted by any one or more sales as to any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property is sold or all of the Indebtedness is paid in full.

(o) Right to Purchase. At any sale of any Individual Property or any portion thereof pursuant to the provisions of this Mortgage, the Mortgagee shall have the right to purchase such Individual Property (or such portion hereof) being sold, and in such case shall have the right to credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the amounts referred to in clauses (a) through (d) of Section 21.

(p) Right to Terminate Proceedings. The Mortgagee or any Trustee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided herein at any time before the conclusion thereof, as determined in the Mortgagee's sole discretion and without prejudice to the Mortgagee.

(q) Joint and Several Grants of Mortgaged Property. It is intended that the grants of the Individual Properties contained herein shall each be construed and treated as a separate, distinct grant for the purpose of securing the entire Indebtedness secured hereunder in the same manner as though each of the Individual Properties was mortgaged and transferred to the Mortgagee by a separate and distinct mortgage and security agreement, so that if it should at any time appear or be held that this Mortgage fails to transfer to the Mortgagee the title to or encumber and constitute a lien upon any of the Individual Properties, or any part thereof, as against creditors of the Mortgagor, other than the Mortgagee or otherwise, such failure shall not operate to affect in any wise the transfer or encumbrance of the other Individual Properties or Mortgaged Property or any part thereof; but nothing herein contained shall be construed as requiring the Trustees or the Mortgagee to resort to any Individual Property for the satisfaction of the Indebtedness hereby secured in preference or priority to any other Individual Property or the remainder of the Mortgaged Property hereby conveyed, but the Mortgagee may seek satisfaction out of all of the Mortgaged Property or any part thereof, in its absolute discretion.

(r) Certain Environmental Remediation. After the occurrence of an Event of Default which continues beyond the expiration of any applicable notice and cure period, and in the event of the foreclosure of this Mortgage as it relates to all or any portion of an Individual Property or Individual Properties, the Mortgagee shall have the right (at any time after the occurrence of an Event of Default which continues beyond the expiration of any applicable notice and cure period, but prior to taking any action with respect to any such Individual Property(ies)) to commission the conduct of a "Phase I" or other environmental report or reports (a "Phase I Study") by a duly licensed independent environmental consultant chosen by the Mortgagee (a "Consultant") with respect to such Individual Property or Individual Properties. The right to conduct a Phase I Study shall not include the right to collect soil samples, groundwater samples, or other intrusive environmental testing (collectively, "Phase II Testing"), unless the Consultant determines, as a result of the Phase I Study, that such Phase II Testing is necessary to evaluate an environmental condition which could materially adversely affect the Mortgagee's security interest in the applicable Individual Property(ies) and is likely to be in violation of applicable Environmental Law. To the extent that the Mortgagee retains a Consultant to conduct an intrusive environmental investigation, and the Mortgagee is named as an additional insured by the Consultant or receives an indemnification from the Consultant, the Mortgagee shall use reasonable efforts to ensure that the Mortgagor is also named as an additional insured or receives the benefits of the indemnification, as the case may be. Without limitation and notwithstanding any other provision herein, the Mortgagee, in its sole discretion, shall not be required to take any action with respect to any Individual Property(ies), including without limitation foreclosure or other action which could result in the Mortgagee being deemed to be an "operator" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), if in its reasonable judgment by taking such action it would incur unacceptable environmental liability. In making such judgment, the Mortgagee shall assess the potential amount of liability compared to the indemnification set forth in Section 39 hereof.

Subject to Section 35 hereof, the Mortgagor agrees to bear the actual cost of a Phase I Study relating to the Mortgaged Property or any portion thereof (which shall be paid out of funds on deposit in the Operating Account), provided that the Mortgagor shall only be required to reimburse the Mortgagee for no more than the cost of one Phase I Study with respect to each

Individual Property, together with one Phase II Study if recommended by the Consultant after completion with respect to the Individual Property of the Phase I Study.

If as a result of conducting any such Phase I Study (or upon completion of any Phase II Testing as specified above), any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (collectively, the "Remedial Work") is determined by such Consultant to be required in order to prevent the Mortgagee from being in violation of any Environmental Law upon completion of the applicable foreclosure action, then the Mortgagee must obtain the approval of Noteholders of more than 50% in aggregate principal amount of Outstanding Notes (as defined in the Indenture) in order to complete any such foreclosure without first causing such Remedial Work to be performed.

All Remedial Work required in accordance with this subsection 20(r) shall be performed by contractors, and under the supervision of a consulting engineer, each approved in advance by the Mortgagee. The actual out of pocket cost of performing any such Remedial Work shall, subject to Section 35 hereof, be paid by the Mortgagor from funds available in the Operating Account.

(s) Other Rights. The Mortgagee may pursue against the Mortgagor any other rights and remedies of the Mortgagee permitted by law, equity or contract or as set forth herein or in the other Loan Documents.

21. Application of Proceeds. The proceeds of any sale or foreclosure of any Mortgaged Property, together with the balance of any Cash or Cash Equivalent and the proceeds of any Credit Facility on deposit with the Mortgagee pursuant to this Mortgage, shall be applied in the following order of priority: (a) to the payment of the costs and expenses of the foreclosure proceedings (including, without limitation, reasonable counsel fees and disbursements and advertising costs and expenses), liabilities and advances made or incurred under this Mortgage or the Indenture, and receivers' and trustees' fees and commissions together with interest at the rate then applicable to the Notes, from and after the date which is the later of the date on which such sums are advanced by the Mortgagee, or the occurrence of an Event of Default, (b) to the payment of all amounts due any Trustee and each Paying Agent (as defined in the Indenture) and its other agents and counsel thereunder, (c) to the payment of all sums due under the Notes in such order as the Mortgagee may elect, and (d) to the payment of all sums due under any other Loan Document including the Indenture in such order as the Mortgagee shall elect, and (e) to the payment of any surplus to the party or parties legally entitled thereto.

22. Notice of Certain Occurrences. The Mortgagor shall give notice to the Mortgagee promptly of the occurrence of any: (a) Event of Default, (b) litigation or proceeding affecting the Mortgagor or the Mortgaged Property or any part thereof in which the amount involved is One Million Dollars (\$1,000,000) or more and not covered by insurance or in which injunctive or similar relief is sought; and (c) material adverse change in the business, operations, property or financial condition of the Mortgagor or the Mortgaged Property.

23. WAIVER OF TRIAL BY JURY. THE MORTGAGOR AND THE MORTGAGEE HEREBY WAIVE AND SHALL WAIVE TRIAL BY JURY IN ANY ACTION

OR PROCEEDING BROUGHT BY, OR COUNTERCLAIM ASSERTED BY ANY OTHER PARTY WHICH ACTION, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS MORTGAGE, THE NOTES OR ANY OTHER LOAN DOCUMENTS.

24. Trust Funds. All security deposits paid under the Leases shall be treated as trust funds not to be commingled with any other funds of the Mortgagor. Within thirty (30) days after request by the Mortgagee, the Mortgagor shall furnish the Mortgagee satisfactory evidence of compliance with this Section 24, together with a statement of all security deposits by tenants under the Leases and copies of all Leases not theretofore delivered to the Mortgagee, which statement shall be certified by the Mortgagor.

25. Real Estate Agreements; Mall Expansion.

(a) Notwithstanding any provision to the contrary contained herein, the Mortgagee hereby (i) consents to the modification of existing easements, rights of way, restrictive covenants or similar agreements included in the Permitted Exceptions and to the creation of additional easements, rights of way, restrictive covenants or similar agreements affecting title to the Real Estate, including in connection with an Alteration permitted hereby, and (ii) agrees that this Mortgage shall be subordinate to such modifications, additional easements, rights of way, restrictive covenants or similar agreements, provided, in either case, that the Mortgagee receives, within five (5) days prior to the execution by the Mortgagor of such modification, additional easement, right of way, restrictive covenant or similar agreement, an Officer's Certificate confirming that such action (A) will either benefit the applicable Individual Property or will not affect the utility or operation of the Real Estate in any material adverse respect and (B) will not, to the best knowledge of the certifying officer, cause the Real Estate to be in violation of any Legal Requirement or Insurance Requirement, the Major Leases or Operating Agreements encumbering the applicable Individual Property or result in the loss of any certificate of occupancy, and (C) will not result in or permit a material adverse effect on the value of the applicable Individual Property taken as a whole, and with respect to all of the above the Mortgagor's written agreement to provide the Mortgagee with an updated survey of the applicable Individual Property, upon the reasonable request of the Mortgagee. Upon receipt of the foregoing Officer's Certificate and request of the Mortgagor so to do, the Mortgagee shall join with the Mortgagor in the execution of any such modification, additional easement, right of way, restrictive covenant or similar agreement.

(b) In order to permit the Mortgagor to expand its shopping centers through the addition or expansion of one or more anchor stores and/or the addition of one or more mall or peripheral stores from time to time (those portions of the Individual Property on which such expansion shall be undertaken being collectively referred to as "Expansion Space"), the Mortgagee agrees, so long as no Event of Default shall have occurred and be continuing, as follows:

(i) In the event the Mortgagor desires to sell, ground lease or sublease the Expansion Space, the Mortgagee shall consent to such sale, ground lease or sublease, and/or to subordination by the Mortgagor of its fee (or leasehold) interest in the Expansion Space

to the lien of a mortgage given in connection with financing the Expansion Space (provided such mortgage lien covers only the Expansion Space), and/or to such other actions taken as may be reasonably requested by the Mortgagor (provided that the Mortgagee will only be required to release the Expansion Space from the lien of this Mortgage in connection with a sale, ground lease or sublease of such Expansion Space to a third party anchor or third party peripheral store operator and only if the Indebtedness is paid down to the extent hereinafter provided) and provided further that (I) to the extent the Mortgagor receives any monetary consideration, after payment of all costs and expenses incurred by the Mortgagor arising from the sale and release of any Expansion Space to a bona fide third party or in connection with such Expansion (inclusive of the cost of any and all on-site or off-site improvements required in connection therewith), in excess of \$500,000 in the aggregate for any of the Individual Properties during the term hereof (except that the amount owed as a prepayment shall not be reduced by such \$500,000 amount if such Expansion Space previously generated Cash Flow), such amount shall be applied promptly after receipt as a prepayment in reduction of the Indebtedness, (II) the Independent Architect shall have certified to the Mortgagee that (x) such transactions and the particular plans developed for the Expansion Space shall not affect the utility or operation of the affected Individual Property in any material adverse respect, (y) any connection to, or contemplated shared use of, other portions of the shopping center in order to provide services and access to the Expansion Space shall not affect the availability or provision of services to said Individual Property in any material adverse respect and (z) any such transaction shall not materially reduce the rentable square footage of the Improvements, (III) the Mortgagor delivers to the Mortgagee an Officer's Certificate stating that such anchor store, mall store or peripheral store and such release (in the case of a sale, ground lease or sublease of such Expansion Space to a third party anchor tenant or peripheral store operator) or subordination shall not have a material adverse effect on the value or operation of the applicable Individual Property taken as a whole, and (IV) the Mortgagor delivers to the Mortgagee an Officer's Certificate stating that such transactions and the particular plans developed for the Expansion Space do not violate the Major Leases or the Operating Agreements or the parties to the Major Leases and Operating Agreements have consented thereto, that all Legal Requirements applicable to the construction of such Expansion Space are complied with, and that all conditions contained herein to the consent of the Mortgagee to such sale, ground lease or sublease have been complied with.

(ii) In the event that the Mortgagor desires to undertake the development of the Expansion Space itself, the Mortgagee shall consent to the providing of secured financing by a lender to the Mortgagor or an anchor or peripheral store owner that will occupy such Expansion Space, without requirement for any paydown of the Indebtedness (provided such mortgage lien covers only the Expansion Space and is subordinate in all respects and at all times to the lien of this Mortgage) and/or to such other actions by the Mortgagor or to the Mortgagee taking such other actions as may be reasonably requested by the Mortgagor provided that such Expansion Space does not materially and adversely affect any portion of the Individual Property previously generating Cash Flow, and provided further that (I) the Mortgagor shall have delivered to the Mortgagee, a certification that the Annualized Cash Flow for a Measuring Period ending not more than sixty (60) days prior thereto is equal to or greater than 150% of the Annualized Debt Service calculated based on such Measuring Period, and if the development by the Mortgagor of such Expansion Space either has not been commenced or is not reasonably anticipated to be substantially completed at least two (2) years prior to the Maturity

Date, then the Mortgagor shall post with the Mortgagee a Credit Facility in the amount of the estimated cost of such development of Expansion Space (as estimated by an Independent Architect), and the amount of such Credit Facility may be reduced and released from time to time to the extent of any progress payments (minus the Retainage) made in connection with the performance of such development of Expansion Space, provided that reasonable evidence of such progress payments are given to the Mortgagee, together with a Certificate from the Independent Architect stating that the progress payments represent the amount of work that has been completed to date, (II) the Independent Architect shall have certified to the Mortgagee that (x) such transactions and the particular plans developed for the Expansion Space shall not affect the utility or operation of the affected Individual Property (excluding the Expansion Space) in any material adverse respect, (y) any connection to, or shared use contemplated of, other portions of the shopping center in order to provide services and access to the Expansion Space shall not affect the availability or provision of services to said Individual Property in any material adverse respect and (z) any such transaction shall not materially reduce the rentable square footage of the Improvements and (III) the Mortgagor delivers to the Mortgagee an Officer's Certificate stating that such anchor store, mall store or peripheral store and such release or subordination shall not have a material adverse effect on the value or operation of the affected Individual Property taken as a whole and that all conditions contained herein to the consent of the Mortgagee being requested have been complied with. The Retainage shall be released by the Mortgagee to the Mortgagor upon substantial completion of the Expansion Space, within ten (10) days after receipt by the Mortgagee of a certificate from the Independent Architect stating in substance that the Expansion Space has been substantially completed in all respects in accordance with the appropriate plans and specifications and applicable local building codes, together with any temporary certificate(s) of occupancy required by applicable law.

(iii) In connection with the development of the Expansion Space pursued in any manner, the Mortgagee hereby (i) consents to the modification of existing easements, rights of way, restrictive covenants or similar agreements included in the Permitted Exceptions and to the creation by the Mortgagor of additional easements, rights of way, restrictive covenants or similar agreements affecting title to the Real Estate and (ii) agrees that this Mortgage shall be subordinate to such modifications, additional easements, rights of way, restrictive covenants or similar agreements, provided in either case that the Mortgagee receives, within five (5) days prior to the execution by the Mortgagor of such modification, additional easement, right of way, restrictive covenant or similar agreement, (i) an Officer's Certificate of the Mortgagor confirming that such action (A) will either benefit the affected Individual Property or will not affect the utility or operation of the affected Individual Property in any material adverse respect, and (B) will not, to the best knowledge of the certifying officer, cause the affected Individual Property to be in violation of any Legal Requirement or Insurance Requirement, the Major Leases or Operating Agreements, or result in the loss of any certificate of occupancy, and (ii) an Officer's Certificate of the Mortgagor stating that such anchor store, mall store or peripheral store and such release or subordination shall not have a material adverse effect on the value or operation of the affected Individual Property taken as a whole.

The Mortgagee's consent and agreement set forth above is contingent upon receipt from the Mortgagor of an Officer's Certificate stating that the Mortgagor is in full compliance with and has satisfied all Legal Requirements and Insurance Requirements in connection with the

development of the Expansion Space and an updated survey of the affected Individual Property upon completion, as appropriate for the action taken.

(c) Construction of Expansion Space shall not be undertaken until the Mortgagor shall have furnished the Mortgagee with a Credit Facility in an amount not less than any projected shortfalls in the Cash Flow for the affected Individual Property attributable to rentable area of the affected Individual Property which is temporarily rendered nonrentable due to construction of the Expansion Space which shortfalls are indicated in the Mortgagor's Officer's Certificate delivered pursuant to this Section. Such Credit Facility shall permit draws from time to time by the Mortgagee to cover interest payments under the Notes allocable to the affected Individual Property (in proportion to such Individual Property's Allocated Loan Amount) as and when such interest payments are due, to the extent that such interest payments are not made by the Mortgagor. Any Credit Facility so furnished shall be returned to the Mortgagor (i) upon expiration of each period in respect of which any portion of such Credit Facility was furnished, to the extent of such portion only, or (ii) upon the rentable area in respect of which any portion of such Credit Facility was furnished being returned to rentability, to the extent of such portion only, and in its entirety at such time as the Mortgagor shall certify to the Mortgagee that no further Cash Flow shortfalls are projected.

26. Notices. Any notice, election, request or demand which by any provision of this Mortgage is required or permitted to be given or served hereunder shall be in writing and shall be given or served by hand delivery against receipt, by any nationally recognized over-night courier service providing evidence of the date of delivery or by certified mail, return receipt requested, postage prepaid, by hand or by nationally recognized delivery service, addressed to the Mortgagee at the address provided on the first page of this Mortgage, Attention: Corporate Trust Department, and to the Mortgagor at its address provided on the first page of this Mortgage, Attention: Mr. G. Rex Frazier, President, with a copy to Rogers & Wells, 200 Park Avenue, New York, New York 10166, Attention: Jeffrey H. Weitzman, Esq. or at such other address as shall be designated from time to time by the Mortgagor or the Mortgagee by notice given in accordance with the provisions of this Section. Any such notice or demand given hereunder shall be effective upon delivery or three (3) days after mailing as aforesaid. All notices, elections, requests and demands required or permitted under this Mortgage shall be in the English language.

27. No Oral Modification. This Mortgage may not be altered, amended, modified, changed or terminated orally but only by a written agreement signed by the party against which enforcement is sought.

28. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included hereunder.

29. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, the Mortgagor waives the benefit of all laws now or hereafter in existence (i) providing for any

appraisal before sale of any portion of the Mortgaged Property, and (ii) in any way extending the time for the enforcement of the collection of the Notes or the Indebtedness evidenced thereby and by the other Loan Documents or creating or extending a period of redemption from any sale made in collecting said Indebtedness. To the fullest extent permitted by law, the Mortgagor agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and the Mortgagor, for itself and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the fullest extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured Indebtedness and marshaling of assets in the event of foreclosure of the Liens hereby created.

30. Remedies Not Exclusive. The Mortgagee shall be entitled to enforce payment and performance of any Indebtedness or Obligations secured hereby and to exercise all rights and remedies under this Mortgage, the Notes or the other Loan Documents or otherwise at law or in equity, notwithstanding that some or all of the Indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being agreed that the Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Mortgagee hereunder, under any of the other Loan Documents or otherwise in such order and manner as the Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy available hereunder, under any of the other Loan Documents or otherwise available at law or in equity, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every right or remedy given by the Notes, the other Loan Documents or this Mortgage to the Mortgagee or to which the Mortgagee may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee.

31. Successors and Assigns. All covenants of the Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of the Mortgagee and its successors and assigns, and no other Person, except the Noteholders, shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by the Mortgagee at any time if in its sole discretion it deems it advisable to do so. All such covenants of the Mortgagor shall run with the land and bind the Mortgagor, the successors and assigns of the Mortgagor and all subsequent owners, encumbrances and Tenants of any Mortgaged Property, and shall inure to the benefit of the Mortgagee, its successors and assigns. The word "Mortgagee" shall be construed to mean the Mortgagee named herein (and its successors or assigns) on behalf of the Noteholders.

32. GOVERNING LAW.

(a) THIS MORTGAGE WAS NEGOTIATED IN NEW YORK, AND MADE BY THE MORTGAGOR AND ACCEPTED BY THE MORTGAGEE IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTES DELIVERED PURSUANT TO THE INDENTURE WERE DISBURSED FROM NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE APPLICABLE INDIVIDUAL PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND THE ENFORCEABILITY OF THIS MORTGAGE, THE OTHER LOAN DOCUMENTS AND THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE, THE NOTES AND THE OTHER LOAN DOCUMENTS AND THIS MORTGAGE, THE NOTES AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE (EXCEPT ANY SUCH SUIT RELATING TO THE MORTGAGEE'S EXERCISE OF ITS REMEDIES HEREUNDER WITH RESPECT TO THE MORTGAGED PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FORECLOSURE OF THIS MORTGAGE, THE APPOINTMENT OF A RECEIVER FOR THE MORTGAGED PROPERTY OR A SEQUESTRATION OF RENTS OF THE MORTGAGED PROPERTY WHICH SHALL BE GOVERNED BY THE LAW OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED) MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, PURSUANT TO § 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND THE MORTGAGOR AND THE MORTGAGEE HEREBY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND THE MORTGAGOR AND THE MORTGAGEE HEREBY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. THE MORTGAGOR DOES HEREBY DESIGNATE ROGERS & WELLS, 200 PARK AVENUE, NEW YORK, NEW YORK 10166 ATTENTION: JEFFREY H. WEITZMAN, ESQ.,

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK. THE MORTGAGOR AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS (OR AT SUCH OTHER OFFICE IN NEW YORK, NEW YORK AS MAY BE DESIGNATED BY THE MORTGAGOR FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS HEREOF), AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO THE PARTY SO SERVED SHALL BE SUFFICIENT IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. THE MORTGAGOR (I) SHALL GIVE PROMPT NOTICE TO THE MORTGAGEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH OFFICE SHALL BE DESIGNATED AS THE ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

(c) Any legal suit, action or proceeding arising out of or relating to the Mortgagee's exercise of its remedies hereunder with respect to the Mortgaged Property, including, without limitation, the foreclosure of this Mortgage, the appointment of a receiver for the Mortgaged Property or a sequestration of rents of the Mortgaged Property may be instituted in any state court sitting in each of the states in which an Individual Property is located, and the Mortgagor hereby waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and the Mortgagor hereby submits to the jurisdiction of any such court in any suit, action or proceeding, by notice duly served upon its authorized agent in the manner provided in clause (b) above.

33. Certain Representations, Warranties and Covenants.

(a) Recording Fees, Taxes, Etc. The Mortgagor hereby agrees to take all such further actions, and to pay all taxes, recording fees, charges, costs and other expenses which are currently or in the future shall be imposed, and which may be required or necessary to establish, preserve, protect or enforce the Lien of this Mortgage.

(b) No Offsets. The Mortgagor warrants, covenants and represents to the Mortgagee that there exists no cause of action at law or in equity that would constitute any offset, counterclaim or deduction against the Indebtedness or its Obligations under this Mortgage.

(c) Full and Accurate Disclosure. No statement of fact made by or on behalf of the Mortgagor in this Mortgage or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading.

(d) Tax Filings. The Mortgagor has filed all Federal, state and local tax returns required to be filed prior to the date hereof and has paid or made adequate provision for

the payment of all Federal, state and local taxes, charges and assessments shown to be due from the Mortgagor on such tax returns.

(e) No Litigation. No litigation is pending or, to the Mortgagor's best knowledge, threatened against it which, if determined adversely to it, would have a material adverse effect on the security created hereby and no Taking has been commenced or, to the Mortgagor's best knowledge, is contemplated with respect to all or any portion of the Mortgaged Property or for the relocation of roadways providing access to the Mortgaged Property.

(f) Solvency. The fair saleable value of the Mortgagor's assets exceeds and will, immediately following the issuance of the Notes pursuant to the Indenture and the application of the proceeds therefrom, exceed the Mortgagor's liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. The Mortgagor's assets do not and, immediately following the issuance of the Notes pursuant to the Indenture and the application of the proceeds therefrom, will not constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Mortgagor does not intend to, and does not believe that it will, incur debts and liabilities (including, without limitation, contingent liabilities) beyond its ability to pay such debts as they mature.

(g) Title Insurance. The Mortgagor shall cause to be delivered to the Mortgagee mortgagee's title insurance policies, issued by First American Title Insurance Company, in an aggregate amount not less than the Loan Amount, which title insurance policies shall be dated as of the date hereof, and shall insure that this Mortgage is a valid first priority lien on the Real Estate, subject only to Permitted Exceptions, standard exceptions contained in the current printed form ALTA policy issued by First American Title Insurance Company, and any other matter consented to by the Mortgagee.

(h) Major Leases; Operating Agreements. The Mortgagor represents to the Mortgagee that the Major Leases and Operating Agreements to which it is a party or by which it is bound are in full force and effect; true and complete copies of all Major Leases and Operating Agreements have been delivered to the Mortgagee (including all amendments thereto); there are no arrearages in Rents or other payments due under the Major Leases or Operating Agreements and it has not received notice of any default by it thereunder; no tenant under a Major Lease or party to an Operating Agreement is currently entitled to any offset against Rents or other payments due to it thereunder, except to the extent that such offset would not cause a material adverse effect on it or the Mortgaged Property.

34. No Waiver. No failure by the Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or right, power or remedy or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect, or shall affect or alter the rights of the Mortgagee with respect to any other then existing or subsequent breach.

35. Non-Recourse Obligations. Anything contained in this Mortgage or the other Loan Documents to be contrary notwithstanding (except as provided below), the Noteholders',

the Mortgagee's and the Advancing Bank's recourse for the satisfaction of the Indebtedness and for the payment and performance of all of the Obligations of the Issuer and the Mortgagor under the Notes, the Indenture or this Mortgage or the other Loan Documents shall be limited solely to the Issuer's and the Mortgagor's interests in the Mortgaged Property and any other collateral pledged or otherwise granted as security for any Indebtedness under any Loan Document, and, except for each of the Issuer and the Mortgagor, no partner, principal (disclosed or undisclosed), officer, controlling person, beneficiary, trustee, shareholder, employee, agent, Affiliate or director of (i) the Issuer, either as agent for the Mortgagor or in its individual capacity, or (ii) the Mortgagor or any of them (collectively, the "Exculpated Parties") shall be personally liable for the performance of any Obligation or the payment of any Indebtedness or for any deficiency judgment which the Mortgagee may obtain after foreclosure on the Mortgaged Property upon the occurrence of an Event of Default hereunder; provided, however, that the foregoing limitation on the Exculpated Parties' personal liability shall not (i) impair the validity of any lien or security interest under the Indenture, this Mortgage or any other Loan Document, or the right of the Mortgagee to foreclose and/or enforce any of its rights or remedies in and to the Mortgaged Property or other collateral upon the occurrence of an Event of Default as provided in the Indenture, this Mortgage or the other Loan Documents; (ii) impair the right of the Mortgagee to name the Mortgagor or the Issuer as a party defendant in any action, suit or proceeding for judicial foreclosure and sale under this Mortgage or the Indenture or the judicial enforcement of any other right or remedy with respect to the Mortgaged Property or any other collateral; (iii) impair the right of the Mortgagee to obtain the appointment of a receiver; (iv) impair the right of the Mortgagee to bring action, suit or proceeding with respect to fraud or intentional misrepresentation by the Mortgagor or the Issuer or any one or more of them in connection with this Mortgage, the Notes or the other Loan Documents; (v) impair the right of the Mortgagee to bring any action, suit or proceeding with respect to misappropriation of security deposits (to the extent such security deposits) or Rents; (vi) impair the right of the Mortgagee to obtain insurance Proceeds or condemnation Proceeds due to the Mortgagee pursuant to this Mortgage; or (vii) impair the right of the Mortgagee to bring any action, suit or proceeding with respect to any misappropriation of insurance Proceeds, condemnation Proceeds or other proceeds of the Mortgaged Property or other collateral (to the extent of such proceeds); provided, further, however, that the Mortgagee's recourse to the Mortgagor in the case of matters involving clauses (v) and (vii), shall be limited to the amount of such Rents or misapplied Proceeds. Nothing herein shall be deemed to be a waiver of any right which the Mortgagee may have under Section 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978 or any successor thereto (the "Bankruptcy Code") or similar provisions under applicable state law to file a claim for the full amount of the Indebtedness owing to the Mortgagee in accordance with this Mortgage, the Notes and the other Loan Documents.

36. Further Assurances. The Mortgagor, at its own expense, will execute, acknowledge, deliver, register and record all such reasonable further acts, documents or instruments including, without limitation, security agreements, financing statements and continuation statements with respect to any personalty included or to be included in the Mortgaged Property and a separate assignment of each Major Lease and Material Lease and take all such actions as the Mortgagee from time to time may reasonably request to better assure, transfer and confirm unto the Mortgagee the rights now or hereafter intended to be granted to the Mortgagee under this Mortgage or the other Loan Documents. The Mortgagor shall cause any such

financing statement, continuation statement or other document or instrument to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the validity and priority thereof.

37. Estoppel Certificates. The Mortgagor and the Mortgagee will, from time to time, upon thirty (30) days' prior written request by the other party, execute, acknowledge and deliver to the requesting party, in the case of a request to the Mortgagee, a certificate signed by an authorized officer or officers and in the case of a request to the Mortgagor, an Officer's Certificate, stating that this Mortgage is unmodified and in full force and effect (or, if there have been modifications, that this Mortgage is in full force and effect as modified and setting forth such modifications) and stating the interest accrued to date on the aggregate principal amount of the Notes. The estoppel certificate from the Mortgagee shall also state either that, to the best knowledge of the signer of such certificate and based on no independent investigation, no Event of Default exists hereunder or, if any Event of Default shall exist hereunder, specify any Event of Default of which the Mortgagee has actual knowledge.

38. Additional Security. Without notice to or consent of the Mortgagor and without impairment of the Lien and rights created by this Mortgage, the Mortgagee may accept (but the Mortgagor shall not be obligated to furnish) from the Mortgagor additional security for the Indebtedness. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Mortgagee's Lien and rights under this Mortgage.

39. Indemnification by the Mortgagor. Subject to the provisions of Section 35 hereof and Section 1401 of the Indenture, the Mortgagor will protect, indemnify and save harmless the Mortgagee, including its successors and assigns pursuant to the Indenture, and the Noteholders (collectively, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including all reasonable attorneys fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties or the Mortgaged Property or any part of its interest therein, by reason of the occurrence or existence of any of the following (to the extent the insurance proceeds payable on account of the following shall be inadequate), unless caused solely by the actual willful misconduct or negligence of the Mortgagee (other than such willful misconduct or negligence imputed to the Mortgagee because of its interest in the Mortgaged Property): (a) ownership of its interest in the Mortgaged Property, or any interest therein, or receipt of any Rents or other sum therefrom, (b) any accident, injury to or death of any persons or loss of or damage to property occurring on or about the Mortgaged Property or any Appurtenances thereto, (c) any design, construction, operation, repair, maintenance, use, non-use or condition of the Mortgaged Property or Appurtenances thereto, including claims or penalties arising from violation of any Legal Requirement or Insurance Requirement, as well as any claim based on any patent or latent defect, whether or not discoverable by the Mortgagee, any claim the insurance as to which is inadequate, and any Environmental claim, (d) any Event of Default under this Mortgage or any of the other Loan Documents or any failure on the part of the Mortgagor to perform or comply with any of the material terms of any Lease or Operating Agreement within the applicable notice or grace periods, (e) any performance of any labor or services or the furnishing of any materials or other

property in respect of the Mortgaged Property or any part thereof, (f) any negligence or act or omission on the part of it or any of its agents, contractors, servants, employees, sublessee, licensees or invitee, (g) any permitted contest hereunder, (h) any obligation or undertaking relating to the performance or discharge of any of the terms, covenants and conditions of the landlord contained in the Leases, or (i) the acceptance or administration by the Mortgagee of this Mortgage or any of the other Loan Documents, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder or thereunder. Any amounts payable to the Indemnified Parties under this Section which are not paid within thirty (30) Business Days after written demand therefor by the Mortgagee, setting forth in reasonable detail the amount of such demand and the basis therefor, shall bear interest from the date of demand at the rate then applicable to the Notes, and shall be part of the Indebtedness and secured by this Mortgage. In case any action, suit or proceeding is brought against the Indemnified Parties by reason of any such occurrence, the Mortgagor shall at its expense resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel for the insurer of the liability or by counsel designated by it (unless reasonably disapproved by the indemnified Parties); provided, however, that nothing herein shall compromise the right of the Mortgagee to appoint its own counsel for its defense with respect to any action which in its reasonable opinion presents a conflict or potential conflict between the Mortgagee and the Mortgagor that would make such separate representation advisable. So long as the Mortgagor is resisting and defending such action, suit or proceeding as provided above in a prudent and commercially reasonable manner, none of the Indemnified Parties shall be entitled to settle such action, suit or proceeding and claim the benefit of this Section with respect to such action, suit or proceeding and the Indemnified Parties agree that they will not settle any such action, suit or proceeding without the consent of the Mortgagor; provided, however, that if the Mortgagor is not diligently defending such action, suit or proceeding in a prudent and commercially reasonable manner as provided above, the Mortgagee may settle such action, suit or proceeding subject only to the consent of the Mortgagor, which consent shall not be unreasonably withheld or delayed, and claim the benefit of this Section with respect to settlement of such action, suit or proceeding. The Mortgagee will give the Mortgagor prompt notice after it obtains actual knowledge of any potential claim by it for indemnification hereunder.

40. Operating Account.

(a) As hereinafter provided in this Section 40, all Rents and other monies received in respect of the Mortgaged Property or this Mortgage (other than security deposits from Tenants under valid Leases and Proceeds paid directly to the Mortgagee or to the Mortgagor pursuant to the provisions of Section 6 hereof) and in respect of all rents, profits, issues and income from any Leases and all other Operating Income, and all income or other gains from investment or reinvestment thereof, shall be deposited in an Operating Account (the "Operating Account") to be established by the Mortgagor in the name of the Mortgagee, at the Mortgagee, or such other bank selected by the Mortgagee, separate from all other monies of the Mortgagor or the Mortgagee, provided, however, if in the event of a dispute with a Tenant, the Mortgagor deems it in the best interest of maintaining the value of any affected Individual Property to withhold deposit of any rents received from such Tenant because of a dispute, it is authorized to do so. The Mortgagor shall deliver irrevocable instructions to a local bank selected by the

Mortgagor (each, a "Property Account Bank") which shall hold an account in the name of the Mortgagee for an Individual Property into which all Rents from such Individual Property are to be deposited (the "Property Accounts"), pursuant to which instructions each Property Account Bank shall deposit, on a daily basis, by wire or automatic clearing house transfer to the Operating Account, upon receipt, all Operating Income and all other amounts received in the Property Accounts. The Mortgagee acknowledges that the Mortgagor shall have access to the Operating Account to make withdrawals and for other purposes in accordance with the provisions of the Indenture, the Cash Collateral Agreement referred to therein (the "Cash Collateral Agreement") and this Mortgage. The Mortgagor agrees to comply with the provisions of the Indenture and the Cash Collateral Agreement regarding the withdrawal of funds from the Operating Account. The Mortgagor hereby grants and assigns to the Mortgagee its interest in and to the Operating Account to secure the performance of the obligations under the Notes, this Mortgage and the other Loan Documents and to be used by the Mortgagee to pay amounts permitted to be withdrawn by the Trustee under Sections 1201 and 1202 of the Indenture. The Mortgagor represents, warrants and covenants that (x) all Operating Income from the Mortgaged Property shall be deposited into the Property Accounts and from there transferred as set forth herein to the Operating Account, (y) there are and shall be no other accounts maintained by it or Manager with respect to the ownership and operation of the Mortgaged Property, other than the Property Accounts, and (z) so long as the Notes are outstanding, neither it nor the Manager shall open any other operating accounts.

(b) Notwithstanding the foregoing, in the event that the Mortgagor has not delivered to the Mortgagee within two (2) months after the date hereof estoppel certificates substantially in the form attached hereto as Exhibit K from at least (a) all of the anchor tenant locations listed on Exhibit J attached hereto (the "Anchor Tenants"), and (b) tenants (including Anchor Tenants) whose square footage represents at least seventy percent (70%) of the total square footage of all leased retail space in each of the Individual Properties, then the monies in the Operating Account shall not be available for withdrawal (other than on account of the fees and expenses of the Mortgagee). Upon satisfaction of the requirements of the immediately preceding sentence, the Mortgagor shall be entitled to withdraw all monies it would otherwise be entitled to withdraw from the Operating Account. Only estoppels showing no material adverse conditions shall be used in determining whether or not the foregoing requirements have been satisfied.

41. Release. If the Mortgagor shall pay or cause to be paid, the principal of and interest on the Notes in full at maturity or earlier as permitted in accordance with the terms thereof and of Section 401 of the Indenture and all other Indebtedness payable to the Mortgagee hereunder by the Mortgagor or secured hereby or by the other Loan Documents, then this Mortgage and all the other Loan Documents shall be discharged and satisfied or assigned (to any Person at the Mortgagor's direction and without recourse to the Mortgagee), at the Mortgagor's option, without warranty, at the expense of the Mortgagor upon written request. Concurrently with such release and satisfaction or assignment of this Mortgage and all the other Loan Documents, the Mortgagee, on the written request and at the expense of the Mortgagor, will execute and deliver such proper instruments of release (including appropriate UCC-3 termination statements) as may reasonably be requested by the Mortgagor to evidence such release and satisfaction or assignment without warranty, and any such instrument, when duly executed by the

Mortgagee and duly recorded in the places where this Mortgage and each other Loan Document is recorded, shall conclusively evidence the release and satisfaction or assignment of this Mortgage and the other Loan Documents.

42. Prepayment. Except in connection with a Taking or Casualty in accordance with the provisions of Section 6 hereof or the release of property in accordance with the provisions of Section 46 hereof (in any of which events, such amounts shall be applied as a partial redemption of the Notes and in reduction of the Indebtedness hereunder), the Notes may not be prepaid in whole or in part until the first anniversary of the issuance of the Notes.

43. Changes in Method of Taxation. In the event of (i) the passage after the date hereof of any law of the United States or of the States of Idaho, Utah, Washington, New Mexico or Wyoming which changes in any way the laws for the taxation of mortgages or debts secured by any Lien on the Real Estate for Federal, state or local purposes, or the manner of collection of any such taxes, and such change(s) would materially increase the Mortgagee's tax liability with respect to the Real Estate, and (ii) the imposition of a tax, either directly or indirectly, on mortgages or debts secured thereby, the Mortgagee shall have the right, by not less than thirty (30) days' written notice to the Mortgagor to declare the Notes due in accordance with the provisions of the Indenture, unless within such thirty (30) day period the Mortgagor shall assume as an obligation hereunder the payment of any tax so imposed until full payment of the Notes provided such assumption shall be permitted by law.

44. Supplements.

(a) Supplements Without Consent. Subject to the provisions of Section 601(a) of the Indenture, without the consent of the Noteholders, the Mortgagor and the Mortgagee, upon their collective agreement, may enter into supplements of this Mortgage for any one or more of the following purposes (copies of which supplements shall be delivered to each of the Rating Agencies):

(i) to correct or amplify the description of any property subject to the lien hereof;

(ii) to pledge to the Mortgagee any additional property;

(iii) to add other covenants and agreements thereafter to be observed by the Mortgagor or to surrender any right or power herein reserved to or conferred upon the Mortgagor;

(iv) to cure any ambiguity, or to cure, correct or supplement any defective or inconsistent provision contained herein, in the Notes or in any other Loan Document, or to evidence any succession and the assumption by any such successor of the respective covenants herein; or

(v) to effectuate any amendment or supplement to the Indenture permitted thereunder without the consent of the Noteholders.

(b) Supplements With Consent. With the written consent of the Noteholders of more than 66-2/3% in aggregate principal amount of the Outstanding Notes (as defined in the Indenture), the Mortgagor and the Mortgagee may enter into supplements (copies of which shall be delivered to each of the Rating Agencies) adding any provisions to, changing in any manner, or eliminating any of the provisions of this Mortgage, as amended and supplemented; provided, that without the consent of the Noteholder of each Outstanding Note no such supplement shall (i) impair or affect the right of each Noteholder to receive payments of the principal of and payments of the interest, if any, on its Note, as therein and herein provided, including the date upon which such payments are due and payable pursuant to the terms and the amount and conditions thereof, or (ii) except as otherwise expressly provided in this Mortgage, deprive any Noteholder of the benefit of a first priority security interest in the Mortgaged Property as provided herein, or (iii) amend this Section 44. The Mortgagee shall join with the Mortgagor in the execution of such supplement. Notwithstanding anything to the contrary contained in this subparagraph (b), the Mortgagor and the Mortgagee are permitted to amend this Mortgage pursuant to Section 44(a) hereof.

45. Ground Leases.

(i) Boise Ground Lease:

(a) The Mortgagor warrants its right, title and interest under the Boise Ground Lease. In addition, the Mortgagor represents and warrants that (i) the Boise Ground Lease is in full force and effect and has not been modified or amended in any manner whatsoever (except as otherwise described in Exhibit I hereto), (ii) there are no defaults under the Boise Ground Lease and no event has occurred, which but for the passage of time, or notice, or both, would constitute a default under the Boise Ground Lease, (iii) all rents, additional rents and other sums due and payable under the Boise Ground Lease have been paid in full and (iv) neither the Mortgagor nor the landlord under the Boise Ground Lease has commenced any action or given or received any notice for the purpose of terminating the Boise Ground Lease.

(b) The Mortgagor shall (i) pay all rents, additional rents and other sums required to be paid by the Mortgagor as tenant under and pursuant to the provisions of the Boise Ground Lease, (ii) diligently perform and observe all of the terms, covenants and conditions of the Boise Ground Lease on the part of the Mortgagor, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required by the landlord under the Boise Ground Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Mortgagor, as tenant, under the Boise Ground Lease, and (iii) promptly notify the Mortgagee of the giving of any notice by the landlord under the Boise Ground Lease to the Mortgagor of any default by the Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Boise Ground Lease on the part of the Mortgagor, as tenant thereunder, to be performed or observed and deliver to the Mortgagee a true copy of each such notice. The Mortgagor shall not, without the prior consent of the Mortgagee, surrender the leasehold estate created by the Boise Ground Lease or terminate or cancel the Boise Ground Lease, in any respect, either orally or in writing, and the Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of

the rights, privileges and prerogatives of the Mortgagor, as tenant under the Boise Ground Lease, to surrender the leasehold estate created by the Boise Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Boise Ground Lease in any manner which would materially and adversely affect the rights of the Mortgagee hereunder, and any such surrender of the leasehold estate created by the Boise Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Boise Ground Lease without the prior consent of the Mortgagee shall be void and of no force and effect. If the Mortgagor shall be in default, beyond any applicable notice and cure periods, under the terms of the Boise Ground Lease, then, without limiting the generality of the other provisions of this Mortgage, and without waiving or releasing the Mortgagor from any of its obligations hereunder, the Mortgagee shall have the right, but shall be under no obligation, to cure such default by paying any sums or performing any act or taking any action as may be appropriate to cure any such default, to the end that the right of the Mortgagor in, to and under the Boise Ground Lease shall be kept unimpaired and free from default. If the Mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, the Mortgagee will notify the Mortgagor in writing prior to the making of any such payment, the performance of any such act, or taking of any such action. In any such event, subject to the rights of lessees, sublessee and other occupants under the Leases, the Mortgagee and any person designated by the Mortgagee shall have, and are hereby granted, the right to enter upon the Boise Individual Property, after the giving of the required advance written notice, at any time and from time to time for the purpose of taking any such action. If the landlord under the Boise Ground Lease shall deliver to the Mortgagee a copy of any notice of default sent by said landlord to the Mortgagor, as tenant under the Boise Ground Lease, such notice shall constitute full protection to the Mortgagee for any action taken or omitted to be taken by the Mortgagee, in good faith, in reliance thereon.

(c) So long as any portion of the Obligations shall remain unpaid, unless the Mortgagee shall otherwise consent, fee title to the Boise Premises and the leasehold estate therein created pursuant to the provisions of the Boise Ground Lease shall not merge but shall always be and remain separate and distinct, notwithstanding the union of such estates in the Mortgagor or in any other person by purchase, operation of law or otherwise. If the Mortgagee shall acquire the fee title to the Boise Premises, by foreclosure of this Mortgage or otherwise, such estates shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until the Mortgagee shall elect to merge such estates.

(ii) Cottonwood Ground Lease:

(a) The Mortgagor warrants its right, title and interest under the Cottonwood Ground Lease. In addition, the Mortgagor represents and warrants that (i) the Cottonwood Ground Lease is in full force and effect and has not been modified or amended in any manner whatsoever (except as otherwise described in Exhibit I hereto), (ii) there are no defaults under the Cottonwood Ground Lease and no event has occurred, which but for the passage of time, or notice, or both, would constitute a default under the Cottonwood Ground Lease, (iii) all rents, additional rents and other sums due and payable under the Cottonwood Ground Lease have been paid in full and (iv) neither the Mortgagor nor the landlord under the

Cottonwood Ground Lease has commenced any action or given or received any notice for the purpose of terminating the Cottonwood Ground Lease.

(b) The Mortgagor shall (i) pay all rents, additional rents and other sums required to be paid by the Mortgagor, as tenant under and pursuant to the provisions of the Cottonwood Ground Lease, (ii) diligently perform and observe all of the terms, covenants and conditions of the Cottonwood Ground Lease on the part of the Mortgagor as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required by the landlord under the Cottonwood Ground Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Mortgagor, as tenant, under the Cottonwood Ground Lease, and (iii) promptly notify the Mortgagee of the giving of any notice by the landlord under the Cottonwood Ground Lease to the Mortgagor of any default by the Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Cottonwood Ground Lease on the part of the Mortgagor, as tenant thereunder, to be performed or observed and deliver to the Mortgagee a true copy of each such notice. The Mortgagor shall not, without the prior consent of the Mortgagee, surrender the leasehold estate created by the Cottonwood Ground Lease or terminate or cancel the Cottonwood Ground Lease, in any respect, either orally or in writing, and the Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of the Mortgagor, as tenant under the Cottonwood Ground Lease, to surrender the leasehold estate created by the Cottonwood Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Cottonwood Ground Lease in any manner which would materially and adversely affect the rights of the Mortgagee hereunder, and any such surrender of the leasehold estate created by the Cottonwood Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Cottonwood Ground Lease without the prior consent of the Mortgagee shall be void and of no force and effect. If the Mortgagor shall be in default, beyond any applicable notice and cure periods, under the terms of the Cottonwood Ground Lease, then, without limiting the generality of the other provisions of this Mortgage, and without waiving or releasing the Mortgagor from any of its obligations hereunder, the Mortgagee shall have the right, but shall be under no obligation, to cure such default by paying any sums or performing any act or taking any action as may be appropriate to cure any such default, to the end that the right of the Mortgagor in, to and under the Cottonwood Ground Lease shall be kept unimpaired and free from default. If the Mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, the Mortgagee will notify the Mortgagor in writing prior to the making of any such payment, the performance of any such act, or taking of any such action. In any such event, subject to the rights of lessees, sublessee and other occupants under the Leases, the Mortgagee and any person designated by the Mortgagee shall have, and are hereby granted, the right to enter upon the Cottonwood Individual Property, after the giving of the required advance written notice, at any time and from time to time for the purpose of taking any such action. If the landlord under the Cottonwood Ground Lease shall deliver to the Mortgagee a copy of any notice of default sent by said landlord to the Mortgagor, as tenant under the Cottonwood Ground Lease, such notice shall constitute full protection to the Mortgagee for any action taken or omitted to be taken by the Mortgagee, in good faith, in reliance thereon.

(c) So long as any portion of the Obligations shall remain unpaid, unless the Mortgagee shall otherwise consent, fee title to the Cottonwood Premises and the leasehold estate therein created pursuant to the provisions of the Cottonwood Ground Lease shall not merge but shall always be and remain separate and distinct, notwithstanding the union of such estates in the Mortgagor or in any other person by purchase, operation of law or otherwise. If the Mortgagee shall acquire the fee title to the Cottonwood Premises, by foreclosure of this Mortgage or otherwise, such estates shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until the Mortgagee shall elect to merge such estates.

(iii) Pine Ridge Ground Lease:

(a) The Mortgagor warrants its right, title and interest under the Pine Ridge Ground Lease. In addition, the Mortgagor represents and warrants that (i) the Pine Ridge Ground Lease is in full force and effect and has not been modified or amended in any manner whatsoever (except as otherwise described in Exhibit I hereto), (ii) there are no defaults under the Pine Ridge Ground Lease and no event has occurred, which but for the passage of time, or notice, or both, would constitute a default under the Pine Ridge Ground Lease, (iii) all rents, additional rents and other sums due and payable under the Pine Ridge Ground Lease have been paid in full and (iv) neither the Mortgagor nor the landlord under the Pine Ridge Ground Lease has commenced any action or given or received any notice for the purpose of terminating the Pine Ridge Ground Lease.

(b) The Mortgagor shall (i) pay all rents, additional rents and other sums required to be paid by the Mortgagor, as tenant under and pursuant to the provisions of the Pine Ridge Ground Lease, (ii) diligently perform and observe all of the terms, covenants and conditions of the Pine Ridge Ground Lease on the part of the Mortgagor, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required by the landlord under the Pine Ridge Ground Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Mortgagor, as tenant, under the Pine Ridge Ground Lease, and (iii) promptly notify the Mortgagee of the giving of any notice by the landlord under the Pine Ridge Ground Lease to the Mortgagor of any default by the Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Pine Ridge Ground Lease on the part of the Mortgagor, as tenant thereunder, to be performed or observed and deliver to the Mortgagee a true copy of each such notice. The Mortgagor shall not, without the prior consent of the Mortgagee, surrender the leasehold estate created by the Pine Ridge Ground Lease or terminate or cancel the Pine Ridge Ground Lease, in any respect, either orally or in writing, and the Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of the Mortgagor, as tenant under the Pine Ridge Ground Lease, to surrender the leasehold estate created by the Pine Ridge Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Pine Ridge Ground Lease in any manner which would materially and adversely affect the rights of the Mortgagee hereunder, and any such surrender of the leasehold estate created by the Pine Ridge Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Pine Ridge Ground Lease without the prior consent

of the Mortgagee shall be void and of no force and effect. If the Mortgagor shall be in default, beyond any applicable notice and cure periods, under the terms of the Pine Ridge Ground Lease, then, without limiting the generality of the other provisions of this Mortgage, and without waiving or releasing the Mortgagor from any of its obligations hereunder, the Mortgagee shall have the right, but shall be under no obligation, to cure such default by paying any sums or performing any act or taking any action as may be appropriate to cure any such default, to the end that the right of the Mortgagor in, to and under the Pine Ridge Ground Lease shall be kept unimpaired and free from default. If the Mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, the Mortgagee will notify the Mortgagor in writing prior to the making of any such payment, the performance of any such act, or taking of any such action. In any such event, subject to the rights of lessees, sublessee and other occupants under the Leases, the Mortgagee and any person designated by the Mortgagee shall have, and are hereby granted, the right to enter upon the Pine Ridge Individual Property, after the giving of the required advance written notice, at any time and from time to time for the purpose of taking any such action. If the landlord under the Pine Ridge Ground Lease shall deliver to the Mortgagee a copy of any notice of default sent by said landlord to the Mortgagor, as tenant under the Pine Ridge Ground Lease, such notice shall constitute full protection to the Mortgagee for any action taken or omitted to be taken by the Mortgagee, in good faith, in reliance thereon.

(c) So long as any portion of the Obligations shall remain unpaid, unless the Mortgagee shall otherwise consent, fee title to the Pine Ridge Premises and the leasehold estate therein created pursuant to the provisions of the Pine Ridge Ground Lease shall not merge but shall always be and remain separate and distinct, notwithstanding the union of such estates in the Mortgagor or in any other person by purchase, operation of law or otherwise. If the Mortgagee shall acquire the fee title to the Pine Ridge Premises, by foreclosure of this Mortgage or otherwise, such estates shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until the Mortgagee shall elect to merge such estates.

46. Release of Property.

(a) Except as otherwise provided in Section 6 hereof with respect to a Taking or casualty as to an Individual Property or in Section 25 hereof with respect to a release of Expansion Space, if the Mortgagor satisfies the conditions set forth below, at any time, the Mortgagor may cause any or all of the Individual Properties commonly known as Cache Valley Mall, Logan, Utah; Cottonwood Mall, Salt Lake City, Utah; North Plains Mall, Clovis, New Mexico; Pine Ridge Mall, Pocatello, Idaho; Red Cliffs Mall, St. George, Utah; Three Rivers Mall, Kelso, Washington; or White Mountain Mall, Rock Springs, Wyoming (the "Released Property") to be released from the Lien of this Mortgage:

(i) The Mortgagee shall have received from the Mortgagor at least 30 days' prior written notice of the date proposed for such release (the "Release Date");

(ii) No Default or Event of Default shall have occurred and be continuing as of the date of such notice and the Release Date;

(iii) The Mortgagor shall either: (A) if prepayment of the Notes is then permitted under the terms of the Indenture, pay to the Mortgagee on the Release Date a release price to be applied to the prepayment of the Notes in an amount equal to 125% of the initial Allocated Loan Amount with respect to a Released Property (each, a "Release Price") together with an amount sufficient to provide for the payment of the Prepayment Premium (as that term is defined in the Indenture) payable in connection with such prepayment of the Notes, or (B) deliver to and deposit with the Mortgagee (pursuant to the provisions of Sections 47 and 48 hereof) on the Release Date Defeasance Collateral in such amount as shall satisfy the Minimum Defeasance Collateral Requirement with respect to such Released Property;

(iv) The Mortgagor shall have delivered to the Mortgagee an Officer's Certificate, dated the Release Date, confirming the matters referred to in clause (ii) above, certifying that the provisions of clause (iii) above have been complied with and certifying that all conditions precedent for such release contained in this Mortgage have been complied with;

(v) The Mortgagor, at its sole cost and expense, shall have delivered to the Mortgagee one or more endorsements to the mortgagee policies of title insurance (the "Title Policies") delivered to the Mortgagee on the date hereof in connection with this Mortgage insuring that, after giving effect to such release, (x) the Liens created hereby and insured under the Title Policies are first priority Liens on the respective remaining Individual Properties subject only to the Permitted Exceptions applicable to the remaining Individual Properties and (y) the Title Policies are in full force and effect and unaffected by such release;

(vi) Mortgagee shall have been advised in writing by each of S&P and D&P that it will affirm the current rating or that it will not downgrade or withdraw its rating on the Notes as a result of the release;

(vii) The Pro Forma Annualized Cash Flow with respect to a twelve (12) consecutive calendar month period within the previous fifteen (15) months selected by the Mortgagor (each, a "Measuring Period") ending not more than sixty (60) days prior to the Release Date shall be equal to or greater than 215% of the Pro Forma Annualized Debt Service with respect to the Measuring Period;

(viii) Mortgagee, S&P and D&P shall have received from the Mortgagor with respect to the matters referred to in clause (vii), (x) statements of the Annualized Cash Flow (both on a consolidated basis and separately for the applicable Individual Property to be released) for the applicable Measuring Period and calculations, based on the foregoing statements of Annualized Cash Flow and Pro Forma Annualized Cash Flow, (y) calculations of Annualized Debt Service and Pro Forma Annualized Debt Service for the applicable Measuring Period, and (z) calculations of the percentages referred to in such clause (vii), accompanied by an Officers' Certificate stating that such statements, calculations and information are true, correct and complete in all material respects; and

(ix) The Mortgagor shall have delivered or caused to be delivered to the Mortgagee an Opinion of Counsel that all conditions precedent to the release of the Released Property contained in this Mortgage have been complied with.

(b) Upon or after payment of the Release Price (which amounts shall be applied as a partial redemption of the Notes) or the delivery of Defeasance Collateral, each in accordance with this Section 46, the Mortgagee shall be required to effectuate the following (hereinafter referred to as a "Property Release"): the security interest of the Mortgagee in this Mortgage and other Loan Documents relating to the Released Property shall be released from the lien of this Mortgage and the Mortgagee will execute and deliver any agreements reasonably requested by the Mortgagor to release and terminate or reassign, at the Mortgagor's option, this Mortgage as to the Released Property; provided, that such release and termination or reassignment shall be without recourse to the Mortgagee (except as contemplated hereby) and without any representation or warranty except that the Mortgagee shall be deemed to have represented that such release and termination or reassignment has been duly authorized and that it has not assigned or encumbered this Mortgage or the other Loan Documents relating to the Released Property (except as contemplated hereby) and the Mortgagee shall return the originals of any Loan Documents that relate solely to the Released Property to the Mortgagor; provided, further, that upon the release and termination or reassignment of the Mortgagee's security interest in this Mortgage relating to the Released Property all references herein to this Mortgage relating to the Released Property shall be deemed deleted, except as otherwise provided herein with respect to indemnities.

(c) Notwithstanding anything to the contrary set forth herein, in the event that Shopko, an Anchor Tenant at the Individual Property known as Pine Ridge Mall, exercises its option, as set forth in its current ground lease, to purchase its leased premises at Pine Ridge Mall and terminate its lease after the date hereof, the Mortgagee hereby agrees that such purchase and lease termination will not affect Pine Ridge Mall in any material adverse respect, and the Mortgagee further hereby agrees to release such leased premises from the Lien of this Mortgage as provided in Subsection (b) above without payment of the Release Price with respect thereto and without compliance by the Mortgagor with any of the other conditions precedent to the release of Released Property as provided in Subsection (a) above.

47. Defeasance.

(a) With respect to a Property Release as a result of delivery of Defeasance Collateral (each, a "Defeasance"), the Mortgagor shall deposit Defeasance Collateral in accordance with subsection (b) below to the Defeasance Collateral Account. In no event shall the delivery of Defeasance Collateral cause the Mortgagor to be released from its obligations to make payments of principal and interest on the Notes.

(b) The Mortgagor shall be deemed to have deposited Defeasance Collateral in accordance with this subsection (b) at such time as all of the following events shall have occurred:

(i) the Defeasance Collateral Account shall have been established pursuant to Section 48;

(ii) the Mortgagor shall have delivered or caused to have been delivered to the Mortgagee the Defeasance Collateral for deposit into the Defeasance Collateral

Account such that it will satisfy the Minimum Defeasance Collateral Requirement at the time of delivery and all such Defeasance Collateral, if in registered form, shall be registered in the name of the Mortgagee or its nominee for the benefit of the Noteholders (and, if registered in nominee name endorsed to the Mortgagee or in blank) and, if issued in book-entry form, the name of the Mortgagee or its nominee shall appear as the owner of such securities for the benefit of the Noteholders on the books of the Federal Reserve Bank or other party maintaining such book-entry system;

(iii) the Mortgagor shall have granted or caused to have been granted to the Mortgagee for the ratable benefit of the Noteholders a valid perfected first priority security interest in the Defeasance Collateral and all proceeds thereof;

(iv) the Mortgagor shall have delivered or caused to be delivered to the Mortgagee an Officers' Certificate, dated as of the date of such delivery (x) that sets forth the aggregate face amount or unpaid principal amount, interest rate and maturity of all such Defeasance Collateral, a copy of the transaction journal, if any, or such other notification, if any, published by or on behalf of the Federal Reserve Bank or other party maintaining a book-entry system advising that the Mortgagee or its nominee is the owner of such securities issued in book-entry form, and (y) to the following effect that states that:

(A) the Mortgagor owns the Defeasance Collateral being delivered to the Mortgagee free and clear of any and all liens, security interests or other encumbrances, and has not assigned any interest or participation therein (or, if any such interest or participation has been assigned, it has been released), and the Mortgagor has full power and authority to pledge such Defeasance Collateral to the Mortgagee;

(B) such Defeasance Collateral consists solely of Defeasance Eligible Investments;

(C) such Defeasance Collateral satisfies the Minimum Defeasance Collateral Requirement determined as of the date of delivery;

(D) the Defeasance contemplated hereby will not give rise to an Event of Default; and

(E) the information set forth in the schedule attached to such Officers' Certificate is correct and complete as of the date of delivery (such schedule, which shall be attached to and form a part of such Officers' Certificate, shall demonstrate satisfaction of the requirement set forth in clause (C) above, in a form reasonably acceptable to the Mortgagee);

(v) the Mortgagor shall have delivered or caused to be delivered to the Mortgagee the Required Opinion (in form acceptable to the Rating Agencies) with respect to the Mortgagee's interest in such Defeasance Collateral, an Opinion of Counsel that all conditions precedent to the related release of the Individual Property contained in this Mortgage have been complied with, an Opinion of Counsel that such Defeasance shall not be treated as a taxable event

pursuant to Section 1001 of the Internal Revenue Code of 1986, as amended, and the regulations, if any, thereunder; and

(vi) the Mortgagor shall have delivered or caused to be delivered to the Mortgagee such other documents and certificates as the Mortgagee may reasonably request in connection with demonstrating that the Mortgagor has satisfied the provisions of this Section.

(c) For purposes of determining whether sufficient amounts are on deposit in the Defeasance Collateral Account, there shall be included only payments of principal and certain income thereon (determined without regard to any reinvestment of such amounts) that will be due and payable on or before the dates when such amounts may be required to be applied to pay the principal and interest when due on the Notes.

48. Defeasance Collateral Account.

(a) On or before the date on which the Mortgagor delivers Defeasance Collateral to the Mortgagee pursuant to Section 47, the Mortgagor shall open with the Mortgagee or, if the Mortgagee does not accept such account, at another bank or trust company reasonably acceptable to the Mortgagee and acting as custodian for the Mortgagee, a defeasance collateral account, which shall be a segregated trust account (the "Defeasance Collateral Account"), in which the Mortgagor shall grant to the Mortgagee a security interest as part of the Mortgaged Property hereunder. The Defeasance Collateral Account shall contain (i) all Defeasance Collateral delivered to the Mortgagee by the Mortgagor pursuant to Sections 46, 47 and 48, (ii) all payments received on Defeasance Collateral held in the Defeasance Collateral Account and (iii) all income or other gains from investment of moneys or other property deposited in the Defeasance Collateral Account, provided, however, that any sums earned on any Defeasance Collateral, which sums, as evidenced by the Officers' Certificate referred to in Section 47(b)(iv), were not included in the determination of the Minimum Defeasance Collateral Requirement, shall, to the extent realized, be paid monthly by the Mortgagee into the Operating Account. All such amounts, including all income from the investment or reinvestment thereof, shall be held by the Mortgagee as part of the Mortgaged Property, subject to withdrawal by the Mortgagee for the purposes set forth in this Section. All income accrued on Defeasance Collateral for Federal, state and local income tax purposes shall be reported by the Mortgagor in their income tax return.

(b) Mortgagee shall withdraw, draw on or collect and apply the amounts that are on deposit in the Defeasance Collateral Account to pay when due the principal and all installments of interest on the Notes and other amounts due under the Loan Documents. All such amounts shall be deposited into the Payment Account established under the Indenture in accordance with Section 305 thereof, prior to making any such payments.

(c) Funds and other property in the Defeasance Collateral Account shall not be commingled with any other monies or property of the Mortgagor or any Affiliate of the Mortgagor.

(d) Mortgagee shall not in any way be held liable by reason of any insufficiency in the Defeasance Collateral Account.

49. Mortgagee and Trustees. The Trustees accept the trusts hereby created and agree to perform the duties herein required of them upon the terms and conditions hereof.

The duties and obligations of the Trustees in respect of this Mortgage shall be as set forth in this Section.

(A) Upon the written request of the Mortgagee, the Trustees shall at any time (a) reconvey all or any portion of the Mortgaged Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon or in creating any covenants or conditions restricting the use or occupancy thereof, or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof. Any such action may be taken by the Trustees without notice, and shall not affect the personal liability of any person for the payment of the Indebtedness or the lien of this Mortgage upon the Mortgaged Property for the full amount of the Indebtedness.

(B) Upon the written request of the Mortgagee in accordance with this Mortgage, stating that all sums secured hereby have been paid, and upon payment of its fees, the Trustees shall reconvey, without warranty, the Mortgaged Property then held by the Trustees hereunder.

(C) The Trustees, by their acceptance hereof, covenant faithfully to perform and fulfill the trusts herein created, being liable, however, only for misappropriation, negligence or willful misconduct. The Trustees hereby waive any statutory fee and shall be entitled to, and hereby agree to accept, reasonable compensation in lieu thereof for all services rendered or expenses incurred in the administration or execution of the trusts hereby created. The Mortgagor agrees to pay such compensation subject to any applicable legal limitations.

(D) The Mortgagee may at any time in its sole discretion select and appoint successor or substitute Trustees hereunder by instrument in writing in any manner now or hereafter provided by law. Such writing, upon recordation in the county where the applicable Premises are located, shall be conclusive proof of proper substitution of such successor or substitute Trustees which shall thereupon and without conveyance from the predecessor Trustees succeed to all its title, estate, rights, powers and duties.

(E) Each of the Trustees may resign at any time upon giving at least thirty (30) days' prior written notice to the Mortgagee and the Mortgagor.

(F) The Mortgagor hereby ratifies and confirms any and all acts which the Trustees named herein or their successors or assigns in the trusts shall do lawfully by virtue hereof.

50. Blanket Lien. Notwithstanding anything herein to the contrary, the blanket Lien created by this Mortgage is intended to encumber each Individual Property and all of the Mortgaged Property on a joint and several basis to the full extent of the Indebtedness and the Obligations. As of the date hereof, the Mortgagor represents and warrants that it has paid all state, county and municipal recording and all other taxes imposed upon the execution and

recordation of this Mortgage based upon the foregoing and without reference to or limitation by each Individual Property's Allocated Loan Amount.

51. Assignment of Notes at Maturity. Upon repayment in full of the Notes, the Mortgagee will assign without recourse, representation or warranty the lender's interest under this Mortgage, together with the Notes as surrendered by the Noteholders (or any replacement, substitute or other notes issued pursuant to the Indenture and surrendered to the Mortgagee) either to the Mortgagor or to any replacement lender providing a source of refinancing for the Indebtedness, or otherwise as the Mortgagor may direct, provided that any such Notes so assigned shall not be entitled to the benefit of the Indenture, including the Holdover Account (as defined in the Indenture).

52. Escrow Accounts.

(a) Remediation Escrow Account. The Mortgagor shall establish an escrow account (the "Remediation Escrow Account") in the name of the Mortgagee at the Mortgagee or a bank selected by the Mortgagee, in the exercise of its reasonable business judgment, separate from all other monies of the Mortgagor or the Mortgagee. Concurrently with the closing of the transaction contemplated in the Loan Documents, the Mortgagor has deposited Five Hundred Forty Thousand Dollars (\$540,000.00) into the Remediation Escrow Account in connection with ongoing remediation by Van Waters & Rogers ("VW&R") of certain Hazardous Substances at the Individual Property known as Boise Towne Square under and pursuant to that certain consent order between VW&R and the Idaho Department of Health and Welfare, Division of Environmental Quality ("IDEQ"), dated October 9, 1992 (the "Consent Order"), of which amount (i) Two Hundred Ten Thousand Dollars (\$210,000.00) represents the estimated costs of completion by VW&R of the remaining activities (item nos. 22 through 36) under the work plan prepared by Industrial Health, Inc., dated September 30, 1993, in connection with the work to be performed by VW&R under the Consent Order (the "Survey and Planning Amount"), (ii) Two Hundred Thirty Thousand Dollars (\$230,000.00) represents the estimated costs of construction by VW&R of a pump-and-treat facility pursuant to the Consent Order (the "Pump-and-Treat Amount"), and (iii) One Hundred Thousand Dollars (\$100,000.00) represents the estimated costs of the oversight and supervision responsibilities of VW&R under and pursuant to the Consent Order (the "Supervision Amount"). Commencing on the first (1st) anniversary of the date hereof and continuing on each such anniversary thereafter until one (1) year preceding maturity of the Notes (except as set forth hereinbelow), the Mortgagor shall deposit sufficient funds in the Remediation Escrow Account to maintain a principal balance of One Hundred Thousand Dollars (\$100,000.00) in the portion of the Remediation Escrow Account allocable to the Supervision Amount. It is understood and acknowledged that the Mortgagor is not obligated under any circumstances to perform or guarantee the performance of the obligations of VW&R under and pursuant to the Consent Order. Notwithstanding the foregoing to the contrary, in the event that the Mortgagor elects to perform or cause the performance of such obligations, the Mortgagor shall be entitled, so long as no Event of Default has occurred hereunder and remains uncured, to receive disbursements from the Remediation Escrow Account from time to time to reimburse its costs and expenses, if any, incurred in connection with its performance of any of the obligations of VW&R under and pursuant to the Consent Order. Upon receipt of an Officer's Certificate to the effect that certain costs and expenses have been incurred by the Mortgagor in

connection with its performance of any of the obligations of VW&R under and pursuant to the Consent Order, specifying the amount of such costs and expenses and the balance then remaining in the Remediation Escrow Account, and including copies of applicable invoices or other evidence of such costs and expenses, the Mortgagee shall disburse the requested amount to the Mortgagor as specified in such Officer's Certificate. Upon receipt by the Mortgagor of written confirmation from the IDEQ that the activities (item nos. 22 through 36) under the work plan prepared by Industrial Health, Inc., dated September 30, 1993, have been completed to the satisfaction of the IDEQ, a copy of which confirmation shall be delivered to S&P and D&P, the Mortgagor shall deliver such written confirmation to the Mortgagee together with an Officer's Certificate requesting disbursement of the Survey and Planning Amount, whereupon the Mortgagee shall disburse the Survey and Planning Amount from the Remediation Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate. Upon receipt by the Mortgagor of written confirmation from the IDEQ that construction of the pump-and-treat facility required by the Consent Order has been completed to the satisfaction of the IDEQ, a copy of which confirmation shall be delivered to S&P and D&P, the Mortgagor shall deliver such written confirmation to the Mortgagee together with an Officer's Certificate requesting disbursement of the Pump-and-Treat Amount, whereupon the Mortgagee shall disburse the Pump-and-Treat Amount from the Remediation Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate. Upon receipt by the Mortgagor of written confirmation from the IDEQ that the environmental remediation efforts described in the Consent Order have been completed to the satisfaction of the IDEQ, a copy of which confirmation shall be delivered to S&P and D&P, the Mortgagor shall deliver such written confirmation to the Mortgagee together with an Officer's Certificate requesting disbursement of all remaining funds then held in the Remediation Escrow Account, together with interest, whereupon the Mortgagee shall disburse all such funds from the Remediation Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate, and the Mortgagee shall have no further obligation to deposit funds in the Remediation Escrow Account. All monies in the Remediation Escrow Account shall be invested in accordance with the terms of the Indenture. All interest paid or other earnings on the Remediation Escrow Account shall remain in such account and shall be treated in the same manner as other funds held therein. The Mortgagor shall at all times recognize as income all interest paid or other earnings on the Remediation Escrow Account. The Mortgagor hereby grants a security interest in and assigns to the Mortgagee the Remediation Escrow Account to secure the performance of the obligations under the Notes, this Mortgage and the other Loan Documents, and to be used by the Mortgagee to pay amounts required to be paid by the Mortgagor under the Indenture in the event that funds available to the Mortgagee under the Indenture from the Payment Account and Operating Account are insufficient therefor. Notwithstanding the foregoing, all amounts remaining in the Remediation Escrow Account, if any, shall be disbursed to the Mortgagor upon payment of the Indebtedness.

(b) Roof Repair Escrow Account. The Mortgagor shall establish an escrow account (the "Roof Repair Escrow Account") in the name of the Mortgagee at the Mortgagee or a bank selected by the Mortgagee, in the exercise of its reasonable business judgment, separate from all other monies of the Mortgagor or the Mortgagee. Concurrently with the closing of the transaction contemplated in the Loan Documents, the Mortgagor has deposited Two Hundred Fifty Thousand Dollars (\$250,000.00) into the Roof Repair Escrow Account and, commencing on the first (1st) anniversary of the date hereof and continuing on each such anniversary thereafter

until one (1) year preceding maturity of the Notes (except as set forth hereinbelow), the Mortgagor shall deposit an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) in the Roof Repair Escrow Account. The funds in the Roof Repair Escrow Account represent the estimated aggregate amount of the costs that might be incurred by the Mortgagor in connection with the maintenance, repair and/or replacement of the roofs at the Individual Properties known as Cottonwood Mall and White Mountain Mall, as recommended by Hawks Architecture, LLC in Charted Summaries & Plans dated November 11, 1993 (the "Roof Plans"). The Mortgagor shall be entitled, so long as no Event of Default has occurred hereunder and remains uncured, to receive disbursements from the Roof Repair Escrow Account from time to time to reimburse its costs and expenses incurred in connection with maintenance, repairs and/or replacement of such roofs. Upon receipt of an Officer's Certificate to the effect that certain costs and expenses have been incurred by the Mortgagor in connection with such roof maintenance, repair and/or replacement, specifying the amount of such costs and expenses and the balance then remaining in the Roof Repair Escrow Account, and including copies of applicable invoices or other evidence of such costs and expenses, the Mortgagee shall disburse the requested amount to the Mortgagor as specified in such Officer's Certificate. Notwithstanding the foregoing to the contrary, in the event that the Mortgagor incurs costs and expenses in connection with the maintenance, repair and/or replacement of the roofs at Cottonwood Mall or White Mountain Mall in excess of the balance available for disbursement from the Roof Repair Escrow Account or for which the Mortgagor does not seek reimbursement from the Roof Repair Escrow Account, the aggregate amount of such costs and expenses shall be credited towards the next ensuing contribution to the Roof Repair Escrow Account. Upon receipt of an Officer's Certificate to the effect that all work described in the Roof Plans has been completed, as confirmed by a certificate of an Independent Architect, a copy of which certificate shall be delivered to S&P and D&P, and requesting disbursement of all remaining funds then held in the Roof Repair Escrow Account, together with interest, the Mortgagee shall disburse all such funds from the Roof Repair Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate, and the Mortgagee shall have no further obligation to deposit funds in the Roof Repair Escrow Account. All monies in the Roof Repair Escrow Account shall be invested in accordance with the terms of the Indenture. All interest paid or other earnings on the Roof Repair Escrow Account shall remain in such account and shall be treated in the same manner as other funds held therein. The Mortgagor shall at all times recognize as income all interest paid or other earnings on the Roof Repair Escrow Account. The Mortgagor hereby grants a security interest in and assigns to the Mortgagee the Roof Repair Escrow Account to secure the performance of the obligations under the Notes, this Mortgage and the other Loan Documents, and to be used by the Mortgagee to pay amounts required to be paid by the Mortgagor under the Indenture in the event that funds available to the Mortgagee under the Indenture from the Payment Account and Operating Account are insufficient therefor. Notwithstanding the foregoing, all amounts remaining in the Roof Repair Escrow Account, if any, shall be disbursed to the Mortgagor upon payment of the Indebtedness.

(c) ADA Compliance Escrow Account. The Mortgagor shall establish an escrow account (the "ADA Compliance Escrow Account") in the name of the Mortgagee at the Mortgagee or a bank selected by the Mortgagee, in the exercise of its reasonable business judgment, separate from all other monies of the Mortgagor or the Mortgagee. Concurrently with the closing of the transaction contemplated in the Loan Documents, the Mortgagor has deposited Fifteen Thousand Dollars (\$15,000.00) into the ADA Compliance Escrow Account, which

represents the estimated aggregate amount of the costs that might be incurred by the Mortgagor in connection with bringing certain portions of the Individual Properties known as Cottonwood Mall, North Plains Mall, Red Cliffs Mall, Three Rivers Mall and White Mountain Mall into compliance with the requirements of the Americans With Disabilities Act ("ADA"), as recommended by Advanced Interior Systems in its letter dated November 12, 1993 (the "ADA Report"). The Mortgagor shall be entitled, so long as no Event of Default has occurred hereunder and remains uncured, to receive disbursements from the ADA Compliance Escrow Account from time to time to reimburse its costs and expenses incurred in connection with such compliance. Upon receipt of an Officer's Certificate to the effect that certain costs and expenses have been incurred by the Mortgagor in connection with such ADA compliance, specifying the amount of such costs and expenses and the balance then remaining in the ADA Compliance Escrow Account, and including copies of applicable invoices or other evidence of such costs and expenses, the Mortgagee shall disburse the requested amount to the Mortgagor as specified in such Officer's Certificate. Upon receipt of an Officer's Certificate to the effect that all work described in the ADA Report has been completed, as confirmed by a certificate of an Independent Architect, a copy of which certificate shall be delivered to S&P and D&P, and requesting disbursement of all remaining funds then held in the ADA Compliance Escrow Account, together with interest, the Mortgagee shall disburse all such funds from the ADA Compliance Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate. All monies in the ADA Compliance Escrow Account shall be invested in accordance with the terms of the Indenture. All interest paid or other earnings on the ADA Compliance Escrow Account shall remain in such account and shall be treated in the same manner as other funds held therein. The Mortgagor shall at all times recognize as income all interest paid or other earnings on the ADA Compliance Escrow Account. The Mortgagor hereby grants a security interest in and assigns to the Mortgagee the ADA Compliance Escrow Account to secure the performance of the obligations under the Notes, this Mortgage and the other Loan Documents, and to be used by the Mortgagee to pay amounts required to be paid by the Mortgagor under the Indenture in the event that funds available to the Mortgagee under the Indenture from the Payment Account and Operating Account are insufficient therefor. Notwithstanding the foregoing, all amounts remaining in the ADA Compliance Escrow Account, if any, shall be disbursed to the Mortgagor upon payment of the Indebtedness.

(d) Deferred Maintenance Escrow Account. The Mortgagor shall establish an escrow account (the "Deferred Maintenance Escrow Account") in the name of the Mortgagee at the Mortgagee or a bank selected by the Mortgagee, in the exercise of its reasonable business judgment, separate from all other monies of the Mortgagor or the Mortgagee. Concurrently with the closing of the transaction contemplated in the Loan Documents, the Mortgagor has deposited Seven Hundred Seventy-Seven Thousand Dollars (\$777,000.00) into the Deferred Maintenance Escrow Account, which represents the estimated aggregate amount of the costs that might be incurred by the Mortgagor in connection with certain scheduled deferred maintenance at each of the Individual Properties, as recommended by Eckland Consultants, Inc. in the following Property Condition Reports (each, a "Property Condition Report") for each of the following Individual Properties: (i) Report No. 93-846-01-1, for Boise Towne Square; (ii) Report No. 93-846-01-2, for Cache Valley Mall; (iii) Report No. 93-846-01-3, for Cottonwood Mall; (iv) Report No. 93-846-01-5, for North Plains Mall; (v) Report No. 93-846-01-6, for Pine Ridge Mall; (vi) Report No. 93-846-01-7, for Red Cliffs Mall; (vii) Report No. 93-846-01-8, for Three Rivers Mall; and

(viii) Report No. 93-846-01-9, for White Mountain Mall. The Mortgagor shall be entitled, so long as no Event of Default has occurred hereunder and remains uncured, to receive disbursements from the Deferred Maintenance Escrow Account from time to time to reimburse its costs and expenses incurred in connection with such deferred maintenance. Upon receipt of an Officer's Certificate to the effect that certain costs and expenses have been incurred by the Mortgagor in connection with deferred maintenance at any of the Individual Properties, specifying the amount of such costs and expenses and the balance then remaining in the Deferred Maintenance Escrow Account, and including copies of applicable invoices or other evidence of such costs and expenses, the Mortgagee shall disburse the requested amount from the portion(s) of the Deferred Maintenance Escrow Account allocable to such Individual Property or Properties to the Mortgagor as specified in such Officer's Certificate. Upon receipt of an Officer's Certificate to the effect that all deferred maintenance described in the respective Property Condition Report for a specific Individual Property has been completed, as confirmed by a certificate of an Independent Architect, a copy of which certificate shall be delivered to S&P and D&P, and requesting disbursement of all remaining funds then held in the Deferred Maintenance Escrow Account allocable to such Individual Property, the Mortgagee shall disburse all such funds from the Deferred Maintenance Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate. Upon receipt of an Officer's Certificate to the effect that all deferred maintenance described in the Property Condition Reports for all of the Individual Properties has been completed, as confirmed by a certificate of an Independent Architect, a copy of which certificate shall be delivered to S&P and D&P, and requesting disbursement of all remaining funds then held in the Deferred Maintenance Escrow Account, together with interest, the Mortgagee shall disburse all such funds from the Deferred Maintenance Escrow Account to the account of the Mortgagor as specified in such Officer's Certificate. All monies in the Deferred Maintenance Escrow Account shall be invested in accordance with the terms of the Indenture. All interest paid or other earnings on the Deferred Maintenance Escrow Account shall remain in such account and shall be treated in the same manner as other funds held therein. The Mortgagor shall at all times recognize as income all interest paid or other earnings on the Deferred Maintenance Escrow Account. The Mortgagor hereby grants a security interest in and assigns to the Mortgagee the Deferred Maintenance Escrow Account to secure the performance of the obligations under the Notes, this Mortgage and the other Loan Documents, and to be used by the Mortgagee to pay amounts required to be paid by the Mortgagor under the Indenture in the event that funds available to the Mortgagee under the Indenture from the Payment Account and Operating Account are insufficient therefor. Notwithstanding the foregoing, all amounts remaining in the Deferred Maintenance Escrow Account, if any, shall be disbursed to the Mortgagor upon payment of the Indebtedness.

53. Substitute Property.

(a) At any time and from time to time, the Mortgagor may, subject to the conditions in this Section 53, substitute a property (a "Substitute Property") for one existing Individual Property (a "Replaced Property") or in accordance with Section 47, for an equivalent amount of Defeasance Collateral; provided, however, that the Mortgagor shall not be permitted to substitute a Substitute Property for the Individual Property commonly known as Boise Towne Square, Boise, Idaho without the express consent of the Mortgagee. From and after the substitution of a Substitute Property in accordance herewith, such Substitute Property shall

thereafter be deemed an Individual Property under this Mortgage, and, for the purpose of determining the Allocated Loan Amount, the Replaced Property. In the event of a substitution, the Notes shall remain in full force and effect, and a new Mortgage encumbering the Substitute Property (the "Substitute Mortgage") shall replace the Mortgage encumbering the Replaced Property. Concurrently with the completion of all steps necessary to substitute a Substitute Property as provided herein, the Mortgagee shall take or cause to be taken all actions as are necessary or appropriate to release all Liens granted to the Mortgagee and affecting the Replaced Property.

(b) To qualify as a Substitute Property, the property must, at the time of substitution:

(i) be a property as to which the Mortgagor will hold marketable fee title free and clear of any lien or other encumbrance except for easements or restrictive covenants which do not have an adverse effect on the utility or value of such property;

(ii) be free and clear, as shall be demonstrated in an environmental report issued by a recognized environmental consultant and in form and substance acceptable to the Mortgagee, of Hazardous Substance except for nominal amounts of any such substances used in the normal and customary trade or business of the Mortgagor or commonly used in the operation of properties similar to the Individual Properties (in either case in compliance with all Environmental Laws);

(iii) be in good repair and condition, as shall be demonstrated by an Officer's Certificate of Mortgagor in form and substance reasonably acceptable to the Mortgagee;

(iv) be in compliance, in all material respects, with Legal Requirements and Insurance Requirements, as shall be certified in an Officer's Certificate of the Mortgagor in form and substance acceptable to the Mortgagee; and

(v) be a regional shopping mall if the Individual Property for which it is being substituted is a regional shopping mall, or be a regional shopping mall or mini-mall if the Individual Property for which it is being substituted is a mini-mall.

(c) In addition to the conditions in paragraph (b) above, substitution of any Individual Property pursuant to this Section 53 shall be subject to the satisfaction of the following:

(i) The Mortgagee's receipt of written notice thereof from the Mortgagor at least thirty (30) days prior to the date of the proposed substitution (the "Substitution Date");

(ii) The Mortgagee's receipt of written confirmation from S&P and D&P that their then current credit ratings of the Notes, which may be based upon their review of detailed projections of rental income and/or cash flow from the operation of the Substitute

Property(ies), will not be reduced or withdrawn by reason of such substitution (provided such corporations, or their respective successors, still issue credit ratings);

(iii) delivery to the Mortgagee of an Opinion of Counsel similar in form and substance to that which was delivered with respect to the Replaced Property in connection with the execution and delivery of this Mortgage;

(iv) the Mortgagor shall be in material compliance with all the terms and conditions of this Mortgage and the Loan Documents, and no Event of Default shall have occurred and be continuing;

(v) the representations and warranties set forth in this Mortgage and the Loan Documents applicable to the Substitute Property shall be true and correct as to the Replaced Property on the Substitution Date in all material respects;

(vi) delivery to the Mortgagee of a copy of the Partnership Agreement of the Mortgagor and all amendments thereto, certified as true, complete and correct by the managing general partner; a certificate from the Secretary of State or other applicable state official or officer in the Mortgagor's state of formation certifying that it is in good standing (with tax clearance, if applicable), certificates from the Secretary of State of the state in which the Substitute Property is located, certifying as to the Mortgagor's good standing as a limited partnership in such state (with tax clearance, if applicable); delivery by the general partner of the Mortgagor of a certificate, dated the Substitution Date and signed on behalf of its Secretary or Assistant Secretary, certifying the names of the officers of the general partner authorized to execute and deliver the Substitute Mortgage and the other Loan Documents to which the Mortgagor is a party, together with the original, not photocopied signatures of such officers;

(vii) delivery to the Mortgagee of an Officer's Certificate certifying to the veracity of the statements in clauses (ii), (iii), (v) and (vi);

(viii) delivery to the Mortgagee of originals of the following documents or materials which, based upon the advice of counsel, shall be in form and substance satisfactory to the Mortgagee:

(A) a Substitute Mortgage, duly executed and acknowledged by the Mortgagor;

(B) an assignment of leases and rents with respect to the Substitute Property, duly executed and acknowledged by the applicable Mortgagor, assigning and transferring to the Mortgagee a first priority security interest in all rents, revenues, issues, profits and proceeds arising under the Leases relating to the Substitute Property;

(C) a title insurance policy issued by First American Title Insurance Company or another title insurance company reasonably acceptable to the Mortgagee

in the amount of the Allocated Loan Amount containing such affirmative coverage acceptable to the Mortgagee insuring that the Substitute Mortgage creates a valid first lien on the applicable Mortgagor's fee title in the Substitute Property subject to the Permitted Exceptions, and insuring the perfected first priority interest of the Mortgagee, in and to the Substitute Mortgage and assigned to the Mortgagee;

(D) a current ALTA as-built land title survey (or form otherwise acceptable to the Mortgagee) and a certificate from a professional licensed land surveyor with respect to such Substitute Property, certified to First American Title Insurance Company and the Mortgagee, and showing the location, dimensions and area of each parcel of the Substitute Property, including all existing buildings and improvements, utilities, parking areas and spaces, internal streets, if any, external streets, rights-of-way, as well as any easements, setback violations or encroachments on such Substitute Property and identifying each item with its corresponding exception, if any, in the title policy relating thereto and otherwise reasonably acceptable to the Mortgagee. Each survey shall contain the original signature and seal of the surveyor and any additional matter required by First American Title Insurance Company. In addition, the Mortgagor shall provide with respect to each Substitute Property a certificate of a professional land surveyor to the effect that the Improvements located upon such Substitute Property are not located in a flood plain area, or, if such Substitute Property is in a flood plain area, the Mortgagor shall deliver on the Closing Date evidence of flood insurance;

(E) Uniform Commercial Code financing statements (Form UCC-1) (or other forms required in any jurisdiction), duly executed by the Mortgagor, covering all fixtures, Equipment and other personal property, collateral and all proceeds thereof, naming the Mortgagor as debtor and the Mortgagee as secured party (collectively, the "Financing Statements");

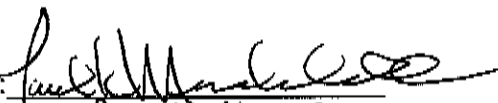
(F) insurance certificates issued by insurance companies reasonably satisfactory to Mortgagee evidencing the insurance coverage required under Section 5; and

(G) payment of all costs and expenses anticipated to be incurred in connection with such substitution (including, without limitation, reimbursement of the Mortgagee's reasonable costs, title premiums, mortgage recording taxes, transfer taxes, recording fees, and reasonable attorneys' fees and disbursements actually incurred); and

(ix) delivery of an Opinion of Counsel to the effect that the transaction pursuant to which the substitution is effected will not be treated as an exchange to Note Holders within the meaning of Section 1001 of the Code.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the parties hereto on the date first hereinabove written.

ATTEST:

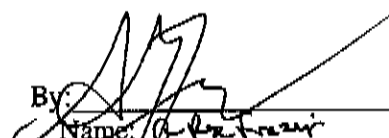
By: 
Name: PAUL K. MENDENHALL
Title: SECRETARY

[Corporate Seal]

THE MORTGAGOR:

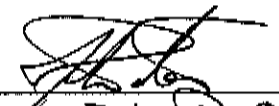
PRICE FINANCING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: Price GP Corp., a Delaware
corporation, General Partner

By: 
Name: *Price GP Corp.*
Title: *Price GP Corp.*

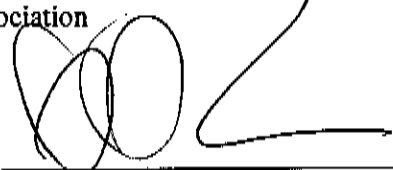
MORTGAGEE AND TRUSTEE FOR
NOTEHOLDERS

ATTEST:

By: 
Name: John Forten
Title: Vice President

[Corporate Seal]

CONTINENTAL BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: STANLEY STEIN
Title: VICE PRESIDENT

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 20th day of January, 1994, before me, the undersigned officer, personally appeared G. Rex Frazier residing at Salt Lake City, Utah and Paul K. Mendenhall residing at Salt Lake City, Utah, personally known and acknowledged themselves to me to be the [Vice] President and [Secretary] respectively of Price GP Corp., a Delaware corporation and general partner of Price Financing Partnership, L.P., a Delaware limited partnership, and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation on behalf of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Barbara R. Kessler
Notary Public

NOTARIAL SEAL



My Commission Expires:

BARBARA R. KESSLER
Notary Public, State of New York
No. 02KE5020083
Qualified in New York County
Commission Expires November 8, 1995

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 20th day of January, 1994, before me, the undersigned officer, personally appeared John Porter residing at Geneva, Illinois and Stanley Stein residing at New Jersey, personally known and acknowledged themselves to me to be the [Vice] Presidents and ~~[Secretary]~~ respectively of Continental Bank, National Association, a national banking association, and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
/s/ _____
Notary Public

NOTARIAL SEAL

My Commission Expires:



BARBARA R. KESSLER
Notary Public, State of New York
No. 02KE5020083
Qualified in New York County
Commission Expires November 8, 1995

Exhibits

To Be Attached

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Allocated Loan Amounts

EXHIBIT C

Instrument of Assumption

EXHIBIT D

Major Leases

EXHIBIT E

Management Agreement

EXHIBIT F

Operating Agreements

EXHIBIT G

Permitted Exceptions

EXHIBIT H

Nondisturbance Agreement

EXHIBIT I

- I-A Boise Ground Lease
- I-B Cottonwood Ground Lease
- I-C Pine Ridge Ground Lease

EXHIBIT J

Anchor Tenants

EXHIBIT K

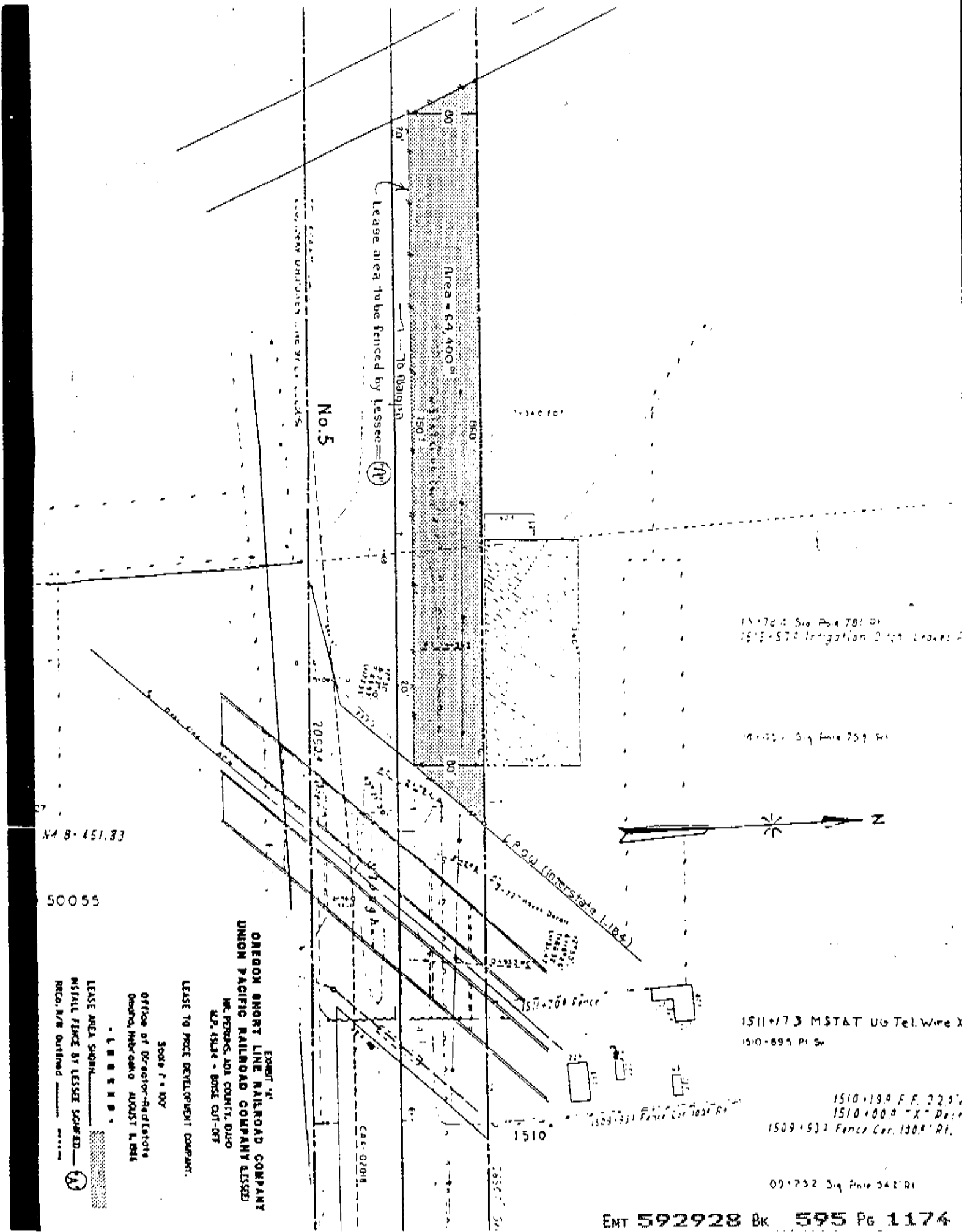
Estoppel Certificate

Exhibit A-1(a)

The Boise Leasehold Premises

OWNER: Oregon Short Line Railroad Company

The Premises described in that certain unrecorded Lease dated October 20, 1986, by and between Oregon Short Line Railroad Company and its Lessee, Union Pacific Railroad Company ("Lessor"), and Price Development Company ("Lessee") (as subsequently assigned), as shown on the attached plat.



No. 5

Lease area to be fenced by lessee

Area = 64,400 sq ft

N 48° 45' 18.83"

50055

EXHIBIT "A"
OREGON SHORT LINE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY LESSEE

LEASE TO FENCE DEVELOPMENT COMPANY.

Office of Director-Field Agents
 Oregon, Portland, August 11, 1941

LEASE AREA SHOWN

INSTALL FENCE BY LESSEE SQUARED

REC'D. N/W Outlined

Scale 1" = 100'



Exhibit A-1(b)

The Boise Fee Premises

Exhibit A

NSL No. 2153
RW# 1
FATCO No. 289986

DESCRIPTION

Lot 1, 2, 4, 9, 10, 11, 12, and 13 of TOWNE SQUARE, according to the official plat thereof, filed in Book 57 of Plats at Page 5280 through 5283, Official Records of Ada County, Idaho.

Exhibit A-2

The Cache Valley Premises

Exhibit A

NSL No. 2154
RW# 2
FATCO No. 289987

DESCRIPTION

PARCEL 1: A Part of Block 1, Plat "D", **LOGAN FARM SURVEY;**

BEGINNING at a point located South along the East Right-of-Way line of U.S. Highway 91, from the North line of Lot 5, of said Block 1, said point being described in a Warranty Deed, recorded in Book 105 at Page 437, as being located 67.0 feet South of the intersection of the East Right-of-Way line of U.S. Highway 91 and the South Right-of-Way line of 14th North Street, as now established; said point of beginning being in the East Right-of-way line of the U.S. Highway 91 and the South Right-of-Way of 14th North Street, and running thence South $88^{\circ}24'27''$ East along said South Right-of-Way line of 14th North Street 1242.43 feet; thence South $1^{\circ}17'35''$ West 122.10 feet; thence South $88^{\circ}24'27''$ East 124.00 feet to the West Right-of-Way line of Second East Street; thence South $1^{\circ}17'35''$ West along said West line 1000.66 feet; thence North $88^{\circ}54'28''$ West 1359.20 feet to the East Right-of-Way line of U.S. Highway 91, thence North $0^{\circ}55'43''$ East along said East line 1134.69 feet to the point of beginning.

PARCEL 2: Beginning at a point South $0^{\circ}55'43''$ West along the East right of way line of U.S. Highway 91, 1168.69 feet to a fence line and South $88^{\circ}54'28''$ East along a fence line 348.18 feet from the Northwest Corner of Lot 5, Block 1, Plat "D", **LOGAN FARM SURVEY**, said point of beginning also being South $0^{\circ}55'43''$ West along said East right of way line 1134.69 feet to a fence line and South $88^{\circ}54'28''$ East along a fence line 348.18 feet from the intersection of the East right of way line of U.S. Highway 91 and the South line of Fourteenth North Street as now established and running thence South $88^{\circ}54'28''$ East 1011.02 feet to the West right of way line of Second East Street; thence South $1^{\circ}17'35''$ West along said West line 506.13 feet; thence North $88^{\circ}51'47''$ West 1023 feet, more or less to a point of record 281 feet East of the East line of Main Street and to an existing fence; thence North $10^{\circ}56'12''$ East 284.03 feet by survey (277.4 feet by record); thence South $88^{\circ}54'28''$ East 21.80 feet; thence North $0^{\circ}13'36''$ East 225.46 feet to the point of beginning.

PARCEL 3: Beginning at a point North $0^{\circ}49'28''$ West 334.77 feet (North 330 feet by record) from the Southeast Corner of Lot 8, Block 1, Plat "D" of the **LOGAN FARM SURVEY** (said point lying by record at the Southeast Corner of the Price Development Property); and running thence South $0^{\circ}49'28''$ East along the West line of 200 East Street 165.18 feet (South 165 feet by record); thence South $88^{\circ}51'47''$ West 673.41 feet (West 660 feet by record) to a fence line; thence North $0^{\circ}57'17''$ West along said fence line

(CONTINUED)

165.27 feet (North 165 feet by record) to a fence corner and the South line of the North half of said Lot 8; thence North

88°55'40" East along said South line 673.79 feet (East 660 feet by record) to the said West line of 200 East Street and the point of beginning.

EXCEPTING THEREFROM the following described property;

Beginning at a point located South along the East Right-of-way line of U.S. Highway 91, from the North line of Lot 5 of said Block 1, said point being described in a Warranty Deed recorded in Book 105, Page 437 as being located 67.0 feet South of the intersection of the East Right-of-way line of U.S. Highway 91 and the South Right-of-way of 14th North Street as now established, said point of beginning being in the South Right-of-way line of 14th North Street South 88°24'27" East along said South Right-of-way line of 14th North Street 131.44 feet; thence South 88°24'27" East 73.56 feet; thence South 0°55'43" West 167.60 feet; thence North 87°04'00" West 73.60 feet; thence North 0°55'43" East 165.85 feet to the point of beginning.

Exhibit A-3(a)

The Cottonwood Leasehold Premises

Legal Description of the Parcel Demised under the Cottonwood Ground Lease, as more particularly described in Exhibit I-B (see attached).

PARCEL NO. 2:

BEGINNING at the point of Intersection of the Northwesterly line of the Kohler property and a chainlink fence, said point being South $0^{\circ}02'52''$ East along the section line 1011.19 feet and West 227.09 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $38^{\circ}27'$ East along said chainlink fence and its extension 93.02 feet; thence South $45^{\circ}15'$ West 203.57 feet; thence North $22^{\circ}27'30''$ West 1.02 feet; thence South $45^{\circ}15'$ West 20.64 feet; thence North $33^{\circ}30'$ West 138.00 feet; thence North $57^{\circ}12'$ East 211.69 feet to the point of BEGINNING.

Exhibit A-3(b)

The Cottonwood Fee Premises

SCHEDULE A - Continued

DESCRIPTION

PARCEL NO. 1:

BEGINNING on the centerline of the Cottonwood Canal at a point which is South 0°02'52" East along the Section line 657.97 feet, North 89°48' West along the Murray-Holladay Road Monument Line 632.82 feet and South 54°39' East along the centerline of said canal 83.37 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South 89°48' East along said monument line 799.87 feet and South 54°39' East along the centerline of said canal 83.37 feet from the County Monument at the intersection of Murray-Holladay Road and Highland Drive; and running thence North 89°48' West 682.47 feet; thence North 0°12' East 15.0 feet; thence North 89°48' West 144.42 feet to a point on the Easterly right of way line of Highland Drive; thence South 1°46'10" East along said right of way line 42.90 feet; thence North 88°13'50" East along said East line 10.0 feet; to a point of a spiral curve which is concentric with and 50.0 feet radially distant Easterly from a 200.0 foot ten-chord spiral for a 4 degree curve to the left; thence Southeasterly along said right of way line and spiral curve 196.50 feet, more or less, to the point of curvature of a 1382.40 foot radius curve the center of which bears North 84°13'50" East; thence Southeasterly along said right of way line and the arc of said curve to the left through a central angle of 30°01'30", a distance of 724.43 feet to the point of a spiral curve; thence Southeasterly along said right of way line and the arc of said spiral curve which is concentric with and 50.0 feet radially distant Northeasterly from a 200.0 foot ten-chord spiral for a 4 degree curve 196.50 feet, more or less, to the point of tangency; thence South 39°47'40" East along said right of way line 1124.87 feet; thence South 56°10' East 151.248 feet; thence North 0°35'40" West 40.957 feet to the Northerly right of way line of Arbor Lane (also known as Memory Lane); thence South 85°00' East along said right of way line 352.02 feet to the point of tangency with a 214.51 foot radius curve; thence Easterly along said right of way line and the arc of said curve to the left through a central angle of 36°58'30", a distance of 138.43 feet to the center of Big Cottonwood Creek; thence along the center of said Creek North 51°30' West 28.31 feet and North 76°00' West 141.00 feet; thence North 44°50' East 155.00 feet; thence North 48°18'24" East 123.45 feet; thence South 57°19' East 134.25 feet to a point on the arc of an 811.00 foot radius curve the center of which bears North 51°25'30" West; thence Northeasterly along

123
C

SCHEDULE A - Continued

the arc of said curve to the left through a central angle of $4^{\circ}33'30''$, a distance of 64.52 feet to a point of compound curve; thence Northerly along the arc of a 215.79 foot radius curve to the left through a central angle of $49^{\circ}37'$, a distance of 186.87 feet to a point of a compound curve; thence Northwesterly along the arc of an 1111.28 foot radius curve to the left through a central angle of $18^{\circ}38'$, a distance of 361.40 feet; thence North $34^{\circ}14'$ West 64.50 feet to the point of tangency with a 137.34 foot radius curve; thence Northerly along the arc of said curve to the right through a central angle of $58^{\circ}19'35''$, a distance of 139.81 feet to a point of the Southerly flow line of the aforesaid Cottonwood Canal where the center of said curve bears South $65^{\circ}54'25''$ East; thence along said Southerly canal flow line North $58^{\circ}24'30''$ West 28.49 feet and North $76^{\circ}46'10''$ West 40.50 feet and North $60^{\circ}58'40''$ West 7.22 feet; thence North $45^{\circ}15'$ East 283.30 feet to the Westerly right of way line of Memory Lane; thence North $44^{\circ}45'$ West along said right of way line 515.69 feet; thence South $45^{\circ}15'$ West 436.77 feet to the center of said Cottonwood Canal; thence along the center of said canal North $33^{\circ}38'$ West 41.37 feet, North $40^{\circ}52'30''$ West 63.81 feet; thence North $45^{\circ}15'$ East 424.48 feet to said Westerly line of Memory Lane; thence North $44^{\circ}45'$ West along said right of way line 148.98 feet; thence South $45^{\circ}15'$ West 367.04 feet; thence North $22^{\circ}27'30''$ West 1.02 feet to the Southerly line of the Kohler property described by that certain Warranty Deed recorded April 7, 1955 as Entry No. 1420461 in the office of Salt Lake County Recorder; thence South $45^{\circ}15'$ West along said Southerly line 20.64 feet; thence North $33^{\circ}30'$ West along the Westerly line of said property 138.00 feet; thence North $57^{\circ}12'$ East along the Northerly line of said property 211.69 feet to an established fence; thence North $38^{\circ}27'$ West along said fence 9.83 feet to a fence corner; thence North $57^{\circ}03'$ East along said fence 139.75 feet; thence North $8^{\circ}36'$ East 19.19 feet to the West line of Memory Lane; thence North along said West line 39.33 feet; thence South $79^{\circ}00'$ West 168.45 feet; thence North $2^{\circ}59'$ West 8.93 feet to a fence; thence South $79^{\circ}00'$ West along said fence line 179.90 feet; thence North $6^{\circ}38'$ West 127.07 feet; thence North $3^{\circ}30'$ West 72.00 feet; thence North $22^{\circ}00'$ East 42.37 feet to the South line of Murray-Holladay Road; thence North $89^{\circ}48'$ West along said South line 127.68 feet; thence South $54^{\circ}39'$ East 26.05 feet to the point of BEGINNING.

PARCEL NO. 3:

BEGINNING at a point which is South $0^{\circ}02'52''$ East along the Section Line 2,657.17 feet and East 332.67 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the boundary line of Cottonwood Mall Shopping Center property and the North right-of-way line of Arbor Lane; and running thence North $51^{\circ}30'$ West 28.31 feet; thence North $76^{\circ}00'$ West 141.00 feet; thence North $44^{\circ}50'$ East 155.00 feet; thence North $48^{\circ}18'24''$ East 123.45 feet; thence South $57^{\circ}19'$ East 144.30 feet to a point on a curve to the right and the North right-of-way line of Arbor Lane, the center of said curve bears North $51^{\circ}29'48''$ West 821.00 feet; thence Southwesterly along the arc of said curve and right-of-way line and through a central angle of $15^{\circ}05'48''$ a distance of 216.32 feet; thence South $36^{\circ}24'$ East along said right of way line 8.50 feet to a point on a curve to the right, the center of which bears North $36^{\circ}24'$ West 214.51 feet; thence Westerly along the arc of said curve and right-of-way line and through a central angle of $4^{\circ}25'30''$ a distance of 16.57 feet to the point of BEGINNING.

PARCEL NO. 4:

BEGINNING at a point 1290.84 feet South and 265.5 feet East and South $44^{\circ}45'$ East 315.69 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $44^{\circ}45'$ East 77 feet; thence South $45^{\circ}15'$ West 282.35 feet; thence North $66^{\circ}20'$ West 82.4 feet; thence North $45^{\circ}15'$ East 312.8 feet to the point of BEGINNING.

Form No. 1344-A (1982)
ALTA Plain Language Commitment

ORDER NO. 289988

LESS AND EXCEPTING THEREFROM the interest conveyed to Salt Lake County by Owners Dedication and Quit Claim recorded December 16, 1952, as Entry No. 1310781, in Book H of Plats at page 1, that portion lying within the boundaries of Memory Lane and Arbor Lane Road.

ALSO EXCEPTING THEREFROM that portion thereof lying West of the center of the Canal Toe Path.

Exhibit A-4

The North Plains Premises

Exhibit A

NSL No. 2161
RW# 5
FATCO No. 289990

DESCRIPTION

PARCEL 1: ALL OF LOT ONE (1), AMENDED PLAT NORTH PLAINS MALL SUBDIVISION, CITY OF CLOVIS, CURRY COUNTY, NEW MEXICO, ACCORDING TO THE OFFICIAL PLAT RECORDED IN CABINET B AT SLIDES 105 AND 106, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1/4 SECTION LINE, SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF MARVIN HASS BOULEVARD AND FROM WHENCE THE WEST 1/4 CORNER OF SAID SECTION 5 BEARS S.89°58'W. 240.0 FEET; THENCE N.89°58'00"E. ALONG THE SOUTH RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 767.31 FEET; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.11 FEET, A CENTRAL ANGLE OF 59°58'06", A DISTANCE OF 277.48 FEET; SAID ARC OF CURVE BEING ALONG THE WESTERLY RIGHT-OF-WAY OF MARVIN HASS BOULEVARD; THENCE S.30°03'54"E. ALONG THE WESTERLY RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 1010.17 FEET; THENCE S.89°57'00"W. ALONG THE NORTH LINE OF A DEDICATED ALLEY A DISTANCE OF 597.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF EASTRIDGE DRIVE; THENCE NORTH 84.49 FEET; THENCE N.29°48'08"W. 146.36 FEET; THENCE NORTH 110.08 FEET; THENCE WEST 877.0 FEET; THENCE SOUTH 111.82 FEET; THENCE S.89°58'W. 147.33 FEET; THENCE WEST A DISTANCE OF 12.0 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET; THENCE N.0°14'24"E. 616.75 FEET ALONG THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET; THENCE N.89°58'00"E. ALONG A LINE PARALLEL TO THE SOUTH RIGHT-OF-WAY OF MARVIN HASS BOULEVARD A DISTANCE OF 200.0 FEET; THENCE N.0°14'24"E. ALONG A LINE PARALLEL TO THE EAST RIGHT-OF-WAY OF NORTH PRINCE STREET A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: TOGETHER WITH EASEMENTS AND RIGHTS, AS THOSE RIGHTS ARE DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT BETWEEN NORTH PLAINS DEVELOPMENT COMPANY, A UTAH LIMITED PARTNERSHIP AND WAL-MART STORES, INC. AND WAL-MART PROPERTIES, INC., EACH A DELAWARE CORPORATION, RECORDED IN BOOK 95 AT PAGE 550, MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO. FIRST AMENDMENT RECORDED IN BOOK 96 AT PAGE 649, MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO. SECOND AMENDMENT RECORDED IN BOOK 118 AT PAGE 123, AND CONSENT, SUBORDINATION AND JOINDER, IN BOOK 118 AT PAGE 128 ALL OF THE MISCELLANEOUS RECORDS, CURRY COUNTY, NEW MEXICO.

Exhibit A-5(a)

The Pine Ridge Leasehold Premises

PARCEL I: OWNER: Auto Vu, Inc., an Idaho corporation

Lot 1, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

PARCEL III: OWNER: Noel K. Breneman Family Partnership, an Idaho limited partnership

Lot 3, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

Together with an non-exclusive roadway easement for ingress and egress over and upon the following described property:

a 50 foot strip of land lying parallel and adjacent to and on the North side of the North boundary of the property described as follows:

Lot 3, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

Exhibit A-5(b)

The Pine Ridge Fee Premises

NSL No. 2164
RW# 6
FATCO No. 289991

Exhibit A

DESCRIPTION

PARCEL II:

Lot 2, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

PARCEL IV:

Lot 1, Block 1, PINE RIDGE MALL FIRST ADDITION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

PARCEL V:

Lot 4, Block 1, PINE RIDGE MALL SUBDIVISION, BANNOCK COUNTY, IDAHO, as the same appears on the official plat thereof, filed in the office of the County Recorder of said County.

Exhibit A-6

The Red Cliffs Premises

DESCRIPTION

PARCEL 1:

Beginning at a point South 26°07'03" West, 1350.76 feet from the Center Quarter Corner of Section 21 Township 42 South, Range 15 West, Salt Lake Base and Meridian; said Center Quarter Corner being North 0°30'20" West, 2663.68 feet from the South Quarter Corner of Section 21 (Washington County Area reference plat dated January 1974); thence North 5°02'28" East, along the West Right-of-Way Line of a street 642.57 feet, to the point of a 760.00 foot radius curve to the left; thence Northwesterly 465.86 feet along the arc of said curve; thence North 30°04'48" West, 441.17 feet to the point of curve of a 35.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 54.98 feet to a point on the South Right-of-Way Line of Red Cliff Drive; thence along Red Cliff Drive as follows: South 59°55'12" West, 279.92 feet to the point of curve of a 3040.31 foot radius curve to the right; thence Southwesterly along the arc of said curve 157.15 feet; thence South 62°52'53" West, 506.11 feet to the point of curve of a 2271.80 foot radius curve to the right; thence Southwesterly along the arc of said curve 136.19 feet; thence South 66°18'58" West, 20.43 feet; thence South 50°47'00" West, 71.94 feet; thence leaving said Red Cliff Drive Right-of-Way Line, South 923.96 feet; thence East 1340.00 feet to the point of beginning.

PARCEL 2:

Beginning at a point South 26°07'03" West 1350.76 feet from the Center Corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being on the West Right-of-Way Line of Mall Drive; thence South 5°02'28" West along said line 47.00 feet; thence South 89°05'22" West 348.38 feet; thence North 87°32'39" West 988.44 feet; thence North 10.00 feet; thence East 1340.00 feet to the point of beginning.

EXCEPTING THEREFROM PARCELS 1 and 2, described as follows:

Beginning at a point South 62°51'33" West, 636.53 feet from the Center Corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian; the point of beginning is a point on a 760.00 foot radius curve along the West Line of Mall Drive, a public street; thence Southeasterly along the arc of said West Line 27.50 feet; thence South 75°30'47" West, 40.14 feet along the Center Line of a mall entrance road to the point of a curve of a 100.00 foot radius curve; thence Southwesterly along the arc 22.05 feet; thence South 62°52'54" West, 45.97 feet; thence South 27°07'06" East, 229.66 feet to the point of curve of a 45.00 foot radius curve; thence Southwesterly along the arc 70.69 feet; thence South 62°52'54" West, 438.14 feet; thence North 29°08'49" West, 141.26 feet; thence North 62°52'54" East, 71.64 feet; thence North 27°07'06" West, 321.62 feet; thence North 87°07'06" West, 11.55 feet; thence North 27°07'06" West, 364.03 feet; thence South 87°07'07" East, 34.29 feet; thence North 0°00'00" East, 48.76 feet; thence North 90°00'00" East, 81.98 feet; thence North 0°00'00" East, 52.72 feet to the point of curve of a 75.00 foot radius curve; thence Northwesterly along the arc 37.90 feet; thence North 28°57'14" West, 21.88 feet to a point on the South Right-of-Way Line of Red Cliff Drive and the point of curve of a 3040.31 foot radius curve; thence Northeasterly along said South Line and the arc 29.05 feet; thence South 25°25'45" East, 28.41 feet to the point of curve of a 102.50 foot radius curve; thence Southeasterly along the arc 45.49 feet; thence South 0°00'00" East, 1.72 feet to the point of curve of a 14.50 foot radius curve; thence Southeasterly along the arc 22.78 feet; thence North 90°00'00" East, 155.59 feet to the point of curve of a 200.50 foot radius curve; thence Southeasterly along the arc 220.05 feet; thence South 27°07'06" East, 268.78 feet to the point of curve of a 14.50 foot radius curve; thence Southeasterly along the arc, 22.78 feet; thence North 62°52'55" East, 31.47 feet to the point of curve of a 127.50 foot radius curve; thence Northeasterly along the arc 28.11 feet, thence North 75°30'47" East, 39.68 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Exhibit A-7

The Three Rivers Premises

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF COWLITZ AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

(MALL TRACT)

THAT PORTION OF THE V.W. WALLACE DONATION LAND CLAIM AND THE P. W. CRAWFORD DONATION LAND CLAIM IN SECTION 26 AND SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, W.M., CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 WITH THE CENTERLINE OF GRADE STREET;
THENCE SOUTH 87°42'02" EAST ALONG THE NORTH LINE OF SECTION 35, 717.19 FEET TO A 1/2 INCH IRON ROD;
THENCE SOUTH 10°53'52" WEST, 155.00 FEET TO A 1/2 INCH IRON ROD AT THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO KAP, GENERAL PARTNERSHIP UNDER COWLITZ COUNTY AUDITOR'S NO. 890510030 AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 10°53'52" WEST, 160.98 FEET TO A 1/2 INCH IRON ROD;
THENCE SOUTH 32°15'58" WEST, 234.69 FEET TO A 1/2 INCH IRON ROD;
THENCE SOUTH 59°20'48" WEST, 129.26 FEET TO A 1/2 INCH IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF GRADE STREET;
THENCE SOUTH 30°39'12" EAST ALONG SAID RIGHT-OF-WAY LINE 1376.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 13TH AVENUE AS DEDICATED TO THE CITY OF KELSO UNDER COWLITZ COUNTY AUDITOR'S NO. 870922052;
THENCE LEAVING SAID GRADE STREET RIGHT-OF-WAY LINE AND FOLLOWING SAID 13TH AVENUE RIGHT-OF-WAY LINE NORTH 59°20'48" EAST, 22.67 FEET;
THENCE ALONG THE ARC OF A 480.69 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 16°20'01" A DISTANCE OF 137.03 FEET;
THENCE NORTH 75°40'48" EAST, 209.52 FEET;
THENCE ALONG THE ARC OF A 407.45 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 30°40'47" A DISTANCE OF 218.17 FEET;
THENCE NORTH 45°00'00" EAST, 115.15 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THE RADIAL BEARING OF WHICH IS NORTH 06°50'52" EAST THROUGH A CENTRAL ANGLE OF 38°09'08" FOR A DISTANCE OF 22.64 FEET;
THENCE NORTH 39°00'00" WEST 127.57 FEET;
THENCE ALONG THE ARC OF A 29.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 45.55 FEET;
THENCE NORTH 51°00'00" EAST 303.67 FEET;
THENCE ALONG THE ARC OF A 151.82 FOOT RADIUS CURVE CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 44°23'00" FOR A DISTANCE OF 117.61 FEET TO A 1/2 INCH IRON ROD ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 5;
THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 06°37'00" EAST 493.65 FEET TO A 1/2 INCH IRON ROD;
THENCE NORTH 05°59'06" EAST, 522.95 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIAL BEARING OF WHICH BEARS NORTH 84°00'54" WEST, THROUGH A CENTRAL ANGLE OF 89°59'06" A DISTANCE OF 179.04 FEET;

THENCE NORTH 84°00'00" WEST, 376.56 FEET;
THENCE NORTH 73°12'11" WEST, 63.89 FEET;
THENCE ALONG THE ARC OF A 67.69 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY,
THE RADIAL BEARING OF WHICH BEARS NORTH 20°02'09" EAST, THROUGH A CENTRAL
ANGLE OF 94°57'30" A DISTANCE OF 112.18 FEET;
THENCE NORTH 24°59'06" EAST, 106.99 FEET;
THENCE ALONG THE ARC OF A 254.00 FOOT RADIUS CURVE CONCAVE WESTERLY THROUGH
A CENTRAL ANGLE OF 30°59'07" A DISTANCE OF 137.36 FEET;
THENCE NORTH 06°00'00" WEST, 244.44 FEET TO A POINT ON THE SOUTH RIGHT-OF-
WAY LINE OF ALLEN STREET AT A POINT ON A 1560.00 FOOT RADIUS CURVE CONCAVE
TO THE NORTH, THE RADIAL BEARING OF WHICH BEARS NORTH 15°41'23" WEST;
THENCE FOLLOWING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 02°13'23" A DISTANCE OF 60.52 FEET;
THENCE ALONG THE ARC OF A 1542.50 FOOT RADIUS CURVE CONCAVE NORTHERLY
THROUGH A CENTRAL ANGLE OF 2°22'46" A DISTANCE OF 64.06 FEET;
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF ALLEN STREET SOUTH 6°00'28"
EAST ALONG THE EAST LINE OF "PIERCE'S ADDITION" AND THE NORTHERLY
PROJECTION THEREOF 286.72 FEET TO THE SOUTHEAST CORNER THEREOF AND A POINT
ON THE NORTH LINE OF SAID "KAP TRACT";
THENCE SOUTH 82°50'28" EAST 43.65 FEET TO THE NORTHEAST CORNER OF SAID "KAP
TRACT";
THENCE FOLLOWING THE EASTERN BOUNDARY OF SAID "KAP TRACT" ALONG THE ARC OF
A 186.00 FOOT RADIUS CURVE CONCAVE TO THE WEST, THE RADIAL BEARING OF WHICH
BEARS NORTH 74°28'37" WEST, THROUGH A CENTRAL ANGLE OF 9°27'44" A DISTANCE
OF 30.72 FEET;
THENCE SOUTH 24°59'06" WEST, 106.99 FEET;
THENCE ALONG THE ARC OF A 285.18 FOOT RADIUS CURVE CONCAVE EASTERLY THROUGH
A CENTRAL ANGLE OF 18°59'07" A DISTANCE OF 94.50 FEET;
THENCE ALONG THE ARC OF A 29.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY
THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 45.55 FEET;
THENCE NORTH 84°00'00" WEST, 2.00 FEET;
THENCE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY
THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 179.07 FEET;
THENCE SOUTH 6°00'00" WEST 403.00 FEET TO THE SOUTHEAST CORNER OF SAID "KAP
TRACT";
THENCE FOLLOWING THE SOUTHERN BOUNDARY OF SAID "KAP TRACT" NORTH 86°19'40"
WEST 108.93 FEET;
THENCE NORTH 67°44'00" WEST 418.00 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT PUBLIC ROADS;

PARCEL B:

(PARCEL SOUTH OF 13TH AVENUE)

A PORTION OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE WILLAMETTE
MERIDIAN, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF I-5, 120
FEET TO THE LEFT OF L.L. STATION 195+00 AS SHOWN ON THAT SURVEY RECORDED IN
VOLUME 4, PAGE 170, RECORDS OF COWLITZ COUNTY;
THENCE SOUTH 06°37'00" WEST ALONG SAID RIGHT-OF-WAY LINE 747.53 FEET TO AN
ANGLE POINT IN SAID RIGHT-OF-WAY;

Exhibit A-8

The White Mountain Premises

NSL No. 2170
RW# 9
FAICO No. 289994

Exhibit A

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FOOTHILL BOULEVARD, SAID POINT BEING SOUTH 84DEG20'27" WEST, 2370.47 FEET FROM THE SAID QUARTER CORNER OF SECTION 33, AND RUNNING THENCE SOUTH 54DEG20'18" WEST ALONG SAID NORTHERLY LINE OF FOOTHILL BOULEVARD 1552.01 FEET; THENCE NORTH 35DEG39'42" WEST, 900.00 FEET; THENCE NORTH 54DEG20'18" EAST, 1552.01 FEET; THENCE SOUTH 35DEG39'42" EAST, 900.00 FEET TO THE POINT OF BEGINNING.

Exhibit B

Allocated Loan Amount

	<u>Individual Property</u>	<u>Loan Amount</u>
1.	Boise Towne Square	\$32,475,195.
2.	Cache Valley Mall	\$5,780,689.
3.	Cottonwood Mall	\$19,856,983.
4.	North Plains Mall	\$5,471,637.
5.	Pine Ridge Mall	\$10,018,843.
6.	Red Cliffs Mall	\$6,138,978.
7.	Three Rivers Mall	\$10,174,595.
8.	White Mountain Mall	\$5,083,080.

Exhibit C

Form of Assumption

THE UNDERSIGNED, _____, has acquired [specify either (i) The "Boise Leasehold Premises", "Boise Fee Premises", "Cache Valley Premises", "Cottonwood Leasehold Premises", "Cottonwood Fee Premises", "North Plains Premises", "Pine Ridge Leasehold Premises", "Pine Ridge Fee Premises", "Red Cliffs Premises", "Three Rivers Premises" or "White Mountain Premises" or (ii) an equity or other interest in the "Mortgagor" under] that certain "DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS" (the "Mortgage"), dated as of _____, 1994, executed by [_____] as Mortgagor, in favor of _____, Trustee, as mortgagee, said Mortgage being recorded in [specify recording information for jurisdictions in which recorded] constituting a first lien encumbrance on certain real and personal property commonly known as [specify applicable property], located in [City, County and State] and more particularly described in the Mortgage.

In accordance with the requirements of Section 11(e) (iii) of the Mortgage, the undersigned hereby assumes all of the duties and obligations of [specify either (i) the Mortgagor or (ii) the transferor of the undersigned's interest in the Mortgagor] under or pursuant to the Mortgage, the Notes, the Indenture and the other Loan Documents (as such terms are defined in the Mortgage) subject, however, to the provisions of Section 35 of the Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Assumption as of the ____ day of _____, 19__.

By: _____

Name:

Title:

[ADD APPROPRIATE ACKNOWLEDGEMENT]

Exhibit D

Major Leases
(Leases in excess of 15,000 square feet)

1. Boise Towne Square
 - A) The Bon Marche

2. Cache Valley Mall
 - A) Ernst
 - B) Lamont's
 - C) J.C. Penney

3. Cottonwood Mall
 - A) Carmike Theaters
 - B) J.C. Penney
 - C) TGI Friday's
 - D) ZCMI

4. North Plains Mall
 - A) J.C. Penney
 - B) Sears

5. Pine Ridge Mall
 - A) The Bon Marche
 - B) Shopko
 - C) J.C. Penney
 - D) ZCMI

Exhibit E

Management Agreement

Management and Leasing Agreement bearing even date herewith,
between Price Financing Partnership, L.P., as Owner, and Price
Development Company, Limited Partnership, as Manager

Exhibit F

Operating Agreements

1. Boise Towne Square

- Cross Easement Agreement recorded January 30, 1987, as Instrument No. 8706230, Official Records.
- First Amendment to Cross Easement Agreement and Declaration of Covenants, Conditions and Restrictions recorded September 8, 1987, as Instrument No. 8751255, Official Records.
- Limitations, covenants, conditions and restrictions, reservations, easements, exceptions, terms and assessments in an instrument recorded September 1, 1988, as Instrument No. 8843180, Official Records.
- Cross Easement Agreement recorded February 3, 1989, as Instrument No. 8905257, Official Records.

2. Cache Valley Mall

- None

3. Cottonwood Mall

- None

4. North Plains Mall

- Reciprocal Easement and Operating Agreement with Wal-Mart Stores, Inc. and Wal-Mart Properties, Inc., dated March 14, 1985, recorded in Book 95 at Page 550, Miscellaneous Records, Curry County, New Mexico; First Amendment in Book 96 at Page 649; Second Amendment in Book 118 at Page 123; and Consent, Subordination and Joinder in Book 118 at Page 128, all of Miscellaneous Records, Curry County, New Mexico.

5. Pine Ridge Mall

- None

6. Red Cliffs Mall

- Reciprocal Easement and Operating Agreement, by and between Red Cliffs Mall Ltd., a Utah limited partnership and Wal-Mart Stores, Inc., dated June 1, 1989 and recorded December 28, 1989 as Entry No. 358562 in Book 545 at Pages 568-629 of Official Records.

7. Three Rivers Mall

- Cross Easement Agreement between Kelso Mall Land Company and Dayton Hudson Corporation, as recorded under Auditor's File No. 881214008, Volume 1050, Page 408, Records of Cowlitz County, Washington. (Affects Target parcel and Mall parcel).
- Cross Easement Agreement between Kelso Mall Land Company and KAP, a Washington general partnership, as recorded under Auditor's File No. 890510030, Volume 1057, Page 073, Records of Cowlitz County, Washington. (Affects Top Foods parcel).

8. White Mountain Mall

- None

Exhibit G

Permitted Exceptions

1. As to the Boise Leasehold Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number FA-88864 issued by First American Title Insurance Company dated Nov. 19, 1993 as marked-up and re-dated to the date hereof.

2. As to the Boise Fee Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number FA-88864 issued by First American Title Insurance Company dated Nov. 19, 1993 as marked-up and re-dated to the date hereof.

3. As to the Cache Valley Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number T-2578L issued by First American Title Insurance Company dated Nov. 22, 1993 as marked-up and re-dated to the date hereof.

4. As to the Cottonwood Leasehold Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 289988 issued by First American Title Insurance Company dated Nov. 8, 1993 as marked-up and re-dated to the date hereof.

5. As to the Cottonwood Fee Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 289988 issued by First American Title Insurance Company dated Nov. 8, 1993 as marked-up and re-dated to the date hereof.

6. As to the North Plains Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 93-2214 issued by First American Title Insurance Company dated Nov. 24, 1993 as marked-up and re-dated to the date hereof.

7. As to the Pine Ridge Leasehold Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 16800-G issued by First American Title Insurance Company dated Nov. 9, 1993 as marked-up and re-dated to the date hereof.

8. As to the Pine Ridge Fee Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 16800-G issued by First American Title Insurance Company dated Nov. 9, 1993 as marked-up and re-dated to the date hereof.

9. As to the Red Cliffs Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 21246-W issued by First American Title Insurance Company dated Oct. 27, 1993 as marked-up and re-dated to the date hereof.

10. As to the Three Rivers Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 98490 issued by First American Title Insurance Company dated July, 1993 as marked-up and re-dated to the date hereof.

11. As to the White Mountain Premises:

The exceptions set forth in Section II - Schedule B of Title Commitment Number 4-40029 issued by First American Title Insurance Company dated July 7, 1993 as marked-up and re-dated to the date hereof.

Exhibit H

Subordination, Nondisturbance and Attornment Agreement

This Agreement is entered into as of _____, 199[], by and between [], a [] ("Tenant"), and [name of Trustee] ("Lender").

W I T N E S S E T H:

A. Lender has made a loan which is secured by a Deed of Trust, Mortgage, Security Agreement and Assignment of Rents, dated as of January __, 1994 (as amended or modified, the "Mortgage"), and which Mortgage is recorded at Book __, Page __ of the Official Records of [], [], and covers certain real property which is commonly known as the _____ (the "Project").

B. Tenant is entering into a lease with _____ ("Landlord"), dated _____, 199__, pursuant to which Tenant will let certain premises at the Project (the "Lease").

C. Pursuant to Article [] of the Lease, Tenant is required to enter into this Agreement, and upon execution by Lender and Tenant, the Tenant's leasehold interest in the Project will be subordinate to the interest of the Lender under the Mortgage.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the Mortgage, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default of any of its obligations and covenants beyond any applicable notice and cure periods pursuant to the Lease at the time of commencement of any foreclosure proceedings described below and all subsequent times, Lender agrees for itself and its successors in interest and for any purchaser of the Project upon a foreclosure of the Mortgage, that Tenant's possession of the premises as described in the Lease and Tenant's other rights under the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or said premises may be expanded as specified in the Lease, and that the successor in interest to the rights and obligations of the Landlord under the Lease will abide by the provisions of the Lease, notwithstanding any other provisions in the Mortgage. For purposes of this paragraph, a foreclosure shall include any transfer of the Landlord's interest in the Project under peril of foreclosure, including without limitation the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Subject (i) to Landlord's successor in interest's full compliance with the conditions relating to nondisturbance as set forth in Section 2 above and (ii) to the performance by the same of all obligations of the Landlord under the Lease

with respect to obligations arising and accrued from and after the date that said successor in interest acquires its interest in the Project, Tenant agrees to attorn to, accept and recognize said successor in interest as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. Tenant agrees to execute and deliver, at any time and from time to time, upon the request of the Lender or the purchaser at any foreclosure sale or any other successor to Landlord, as the case may be, any reasonable instrument which may be necessary or appropriate to such successor landlord to evidence such attornment. Tenant shall, upon demand of the Lender or any receiver or purchaser at the foreclosure sale, pay to the Lender or to such receiver or purchaser, as the case may be, all rental monies or occupancy charges then due or which may thereafter become due.

4. Lender Not Bound. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that Lender or any receiver, purchaser or successor landlord shall not be:

- (a) liable for any act, omission, negligence or default of any prior landlord; or
- (b) subject to any offsets, claims or defenses which Tenant might have against any prior landlord; or
- (c) bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord; or
- (d) bound by any further amendment or modification of the Lease made without the prior written consent of Lender in violation of the provisions of the Mortgage.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for losses or damages.

5. Lease Amendments. Tenant agrees Lender shall in no event be bound by the terms, covenants or conditions of any amendment or modification of the Lease made without its consent except to the extent such consent is not required pursuant to the provisions of the Mortgage.

6. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

WITNESSES:

[_____]

By: _____
Name: _____
Its: _____

WITNESSES:

[_____] , Mortgagee
and as Trustee for the Noteholders

By: _____
Name: _____
Its: _____

Exhibit I

Ground Leases

A. The Boise Ground Lease

1. Unrecorded Lease, dated October 20, 1986, by and between Oregon Short Line Railroad Company and its Lessee, Union Pacific Railroad Company ("Lessor"), and Price Development Company ("Lessee"); as subsequently assigned.

B. The Cottonwood Ground Lease

1. Lease, dated April 1, 1979, by and between Walter B. Kohler and Viva P. Kohler, his wife, or their successors in trust, as Trustees of the Walter B. Kohler Family Inter Vivos Trust Agreement ("Lessor"), and Cottonwood Mall Shopping Center, Inc. ("Lessee"), evidenced of record by Memorandum recorded prior to the recordation of this instrument; as subsequently assigned.

C. The Pine Ridge Ground Lease

1. As to Parcel I, Lease dated June 18, 1979, by and between Auto Vu, Inc. ("Lessor"), and Pine Ridge Land Company ("Lessee"), evidenced of record by Memorandum recorded June 18, 1979, as Instrument No. 626767; and Lease dated on or about August 1, 1979, by and between Pine Ridge Land Company ("Lessee"), as evidenced of record by Memorandum of Sublease recorded November 16, 1979, as Instrument No. 637196; as subsequently amended and assigned.

2. As to Parcel III, Lease by and between Noel K. Breneman and Norma D. Breneman ("Lessor"), and Pine Ridge Land Company ("Lessee"), as evidenced of record by Memorandum recorded June 27, 1979, as Instrument No. 627462; and Lease by and between Pine Ridge Land Company ("Lessor"), and Pine Ridge Development Company ("Lessee"), as evidenced of record by Memorandum of Lease recorded November 16, 1979, as Instrument No. 637193, as subsequently amended and assigned.

Exhibit J

Anchor Tenants

Boise Towne Square

1. Sears
2. J.C. Penney
3. Mervyn's
4. The Bon Marche

Cache Valley Mall

1. J.C. Penney
2. Sears
3. Lamonts

Cottonwood Mall

1. ZCMI
2. J.C. Penney

North Plains Mall

1. Wal-Mart
2. Sears
3. J.C. Penney
4. Beali Brothers

Pine Ridge Mall

1. Shopko
2. ZCMI
3. J.C. Penney
4. The Bon Marche

Red Cliffs Mall

1. Wal-Mart
2. ZCMI
3. J.C. Penney

Three Rivers Mall

1. Emporium
2. Sears
3. J.C. Penney
4. The Bon Marche
5. Target
6. Top Foods

White Mountain Mall

1. Wal-Mart
2. Herberger's
3. J.C. Penney

Exhibit K

Estoppel Certificate

_____, 199_

Dear Sirs:

As the present owner and holder of the tenant's interest under the lease described in Exhibit A attached hereto (the "Lease"), the undersigned hereby represents to you that as of the date hereof (i) the Lease has not been modified or amended, except as specifically set forth in Exhibit A, (ii) the Lease is in full force and effect and the term thereof commenced on _____, 19__, pursuant to the provisions thereof, (iii) the premises demised under the Lease have been completed and the undersigned has taken possession of the same on a rent-paying basis, (iv) neither the undersigned nor the landlord under the Lease is in default under any of the terms, covenants or provisions of the Lease and the undersigned knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under the Lease by the undersigned or the landlord thereunder, (v) neither the undersigned nor the landlord under the Lease has commenced any action or given or received any notice for the purpose of terminating the Lease, (vi) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof, and (vii) there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Lease.

Very truly yours,

[Tenant]

By _____
Name:
Title: