

20051208000636050 1/10 \$44.00
Shelby Cnty Judge of Probate, AL
12/08/2005 12:31:34PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| 614-280-3540 |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| Columbus UCC Team 4 17 South High Street Columbus, OH 43215 |
| CT Lien Ref #: 355067 Filed with: AL:Jefferson (Birmingham Div) |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

| | | | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|--|-------------|---------|
| 1a. ORGANIZATION'S NAME | Attic Plus Storage IV, LLP | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 1c. MAILING ADDRESS | 4748 Cahaba River Road | | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | Birmingham | AL | 35243 | US |
| 1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any | | |
| | | LLP | Alabama | <input checked="" type="checkbox"/> NONE | | |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

| | | | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|-------------|---------|
| 2a. ORGANIZATION'S NAME | | | | | | |
| OR | 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 2c. MAILING ADDRESS | | | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | | | | |
| 2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any | | |
| | | | | <input type="checkbox"/> NONE | | |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

| | | | | | | |
|-------------------------|----------------------------|------------|-------------|--------|-------------|---------|
| 3a. ORGANIZATION'S NAME | JPMorgan Chase Bank, N.A. | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 3c. MAILING ADDRESS | 270 Park Avenue | | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | New York | NY | 10017 | US |

4. This FINANCING STATEMENT covers the following collateral:

THE TYPES OF ITEMS OF PROPERTY COVERED BY THIS FINANCING STATEMENT ARE DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF. CERTAIN OF THE ITEMS OF PROPERTY DESCRIBED HEREIN ARE OR ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Taxes paid with Instrument # 20051123000611120

| | | | | | | |
|---|--|--|--|---------------------------------------|-----------------------------------|---|
| 5. ALTERNATIVE DESIGNATION [if applicable]: | <input type="checkbox"/> LESSEE/LESSOR | <input type="checkbox"/> CONSIGNEE/CONSIGNOR | <input type="checkbox"/> BAILEE/BAILOR | <input type="checkbox"/> SELLER/BUYER | <input type="checkbox"/> AG. LIEN | <input type="checkbox"/> NON-UCC FILING |
| 6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] | | <input type="checkbox"/> All Debtors | <input type="checkbox"/> Debtor 1 | <input type="checkbox"/> Debtor 2 | |
| 8. OPTIONAL FILER REFERENCE DATA | | | | | | |

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UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Attic Plus Storage IV, LLP

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Attached Exhibits "A"

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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Lawyers Title Insurance Corporation

LOAN POLICY

EXHIBIT "A"

(continued)

109831

PRO-FORMA

Tract D

Parcel I

5320 Highway 280 Legal Description

A parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence westerly along the southerly line of said $\frac{1}{4}$ $\frac{1}{4}$ section, a distance of 799.85 feet; thence 90°50'30" right in a northerly direction a distance of 237.82 feet to the point of beginning; thence continue northerly along the last described course a distance of 933.62 feet to the southeasterly right of way line of U.S. Highway No. 280; thence 97°02' left, in a southwesterly direction along the said right of way line of U.S. Highway 280, a distance of 70.53 feet; thence 82°58' left, in a southerly direction a distance of 374.00 feet; thence 90° right, in a westerly direction, a distance of 104.70 feet; thence 90° left, in a southerly direction, a distance of 552.71 feet; thence 90°34' left, in a easterly direction, a distance of 174.71 feet to the Point of Beginning.

Parcel II:

A parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence Westerly along the south line of said $\frac{1}{4}$ $\frac{1}{4}$ section, a distance of 799.85 feet; thence 90 degrees 50 minutes 30 seconds right in a Northerly direction a distance of 122.82 feet to the point of beginning; thence continue Northerly along the last described course a distance of 948.62 feet the Southeasterly right of way line of U.S. Highway No. 280; thence 97 degrees 02 minutes left, in a Southwesterly direction along the said right of way line of U.S. Highway No. 280, a distance of 201.21 feet; thence 82 degrees 58 minutes left, in a Southerly direction a distance of 925.96 feet; thence 90 degrees 34 minutes left, in an easterly direction a distance of 199.71 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with a 24 foot strip described as follows:

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence Westerly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 799.85 feet; thence 90 degrees 50 minutes 30 seconds right, in a Northerly direction a distance of 222.82 feet; thence 90 degrees 34 minutes left in a Westerly direction, a distance of 169.71 feet to the point of beginning; thence continue along last described course a distance of 24.00 feet; thence 90 degrees 34 minutes right in a Northerly direction, a distance of 826.64 feet to a point on the Southeasterly right of way line of U.S. Highway # 280; thence 82 degrees 58 minutes right in a Northeasterly direction and along said right of way of U.S. Highway #280, a distance of 24.18 feet, thence 97 degrees 02 minutes right in a Southerly direction a distance of 929.36 feet to the point of beginning.

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LOAN POLICY

EXHIBIT "A"

(continued)

109831

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Less and Except a 6 foot strip described as follows:

A parcel of land located in the SE ¼ of the SE ¼ of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of said ¼ - ¼ section, thence Westerly along the South line of said ¼ - ¼ section a distance of 799.85 feet, thence 90 degrees 50 minutes 30 seconds right, in a Northerly direction a distance of 222.82 feet; thence 90 degrees 34 minutes left in a Westerly direction a distance of 193.71 feet to the point of beginning; thence continue along last described course a distance of 6.00 feet; thence 90 degrees 34 minutes right in a Northerly direction a distance of 925.96 feet to a point on the Southeastly right of way line of U.S. Highway #280; thence 82 degrees 58 minutes right in a Northeasterly direction and along said right of way line of U.S. Highway #280 a distance of 6.05 feet; thence 97 degrees 02 minutes right in the a Southerly direction, a distance of 926.64 feet to the point of beginning.

Less and except Parcel I described above.

Tract E

Parcel I

(3357 Pelham Parkway Legal Description)

Commence at the Southwest corner of said Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence Easterly along the South line of said section a distance of 974.97 feet to the intersection of said South section line and the Easterly right of way of U.S. Highway 31, thence 106°54'35" left and along and with said Easterly right of way a distance of 863.29 feet to an iron pin found; thence 00°24'33" left and along and with said Easterly right of way a distance of 10.62 feet; thence 00°24'33" right and along and with said Easterly right of way a distance of 49.00 feet to the point of curvature of a curve to the right, said curve having a radius of 1,110.67 feet and a central angle of 5°12'35"; thence along the arc of said curve and Easterly right of way a distance of 52.36 feet to the Point of Beginning; thence continue along said curve to the right having a radius of 1,110.67 feet, a distance of 48.63 feet; thence 102°10'38" right from the tangent to the preceding curve and leaving the Easterly right of way of U.S. Highway 31 a distance of 361.50 feet; thence 73°04'17" right a distance of 160.57 feet; thence 106°47'30" right a distance of 293.05 feet; thence 90°00'00" right a distance of 106.12 feet; thence 90°00'00" left a distance of 103.58 feet to the Point of Beginning.

Parcel II

Tract I:

Commence at the Southwest corner of said Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence Easterly along the South line of said section a distance of 974.97 feet to the intersection of said South section line and the Easterly right of way of U.S. Highway 31; thence 106°54'35" left and along and with said Easterly right of way a distance of 863.29 feet to an iron pin found; thence 00°24'33" left and along and with said Easterly right of way a distance of 10.62 feet to the

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LOAN POLICY

EXHIBIT "A"

(continued)

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PRO-FORMA

point of beginning; thence 00°24'33" right and along and with said Easterly right of way a distance of 49.00 feet to the point of curvature of a curve to the right, said curve having a radius of 1,110.67 feet and a central angle of 5°12'35"; thence along the arc of said curve and Easterly right of way a distance of 100.99 feet; thence 102°10'38" right from the tangent to the preceding curve and leaving the Easterly right of way of U.S. Highway 31 a distance of 361.50 feet; thence 73°04'17" right a distance of 150.00 feet; thence 106°47'30" right a distance of 364.78 feet to the point of beginning.

Less and except the following:

Commence at the Southwest corner of said Section 24; thence Easterly along the South line of said section a distance of 974.97 feet to the intersection of said South section line and the Easterly right of way of U.S. Highway 31; thence 106°54'35" left and along and with said Easterly right of way a distance of 863.29 feet to an iron pin found; thence 00°24'33" left and along and with said Easterly right of way a distance of 10.62 feet to the point of beginning; thence 00°24'33" right and along and with said Easterly right of way a distance of 49.00 feet to the point of curvature of a curve to the right said curve having a radius of 1,110.67 feet and a central angle of 2°38'24"; thence along the arc of said curve and Easterly right of way a distance of 51.18 feet; thence 104°36'36" right from the tangent to the preceding curve and leaving the Easterly right of way of U.S. Highway 31 a distance of 103.58 feet; thence 90°00'00" right a distance of 96.00 feet; thence 90°00'00" right a distance of 75.00 feet to the point of beginning.

Tract II:

Commence at the Southwest corner of said Section 24; thence Easterly along the South line of said Section a distance of 974.97 feet to the intersection of said section line and the Easterly right of way of U.S. Highway 31; thence 106°54'35" left and along and with said Easterly right of way a distance of 863.29 feet to an iron pin found and the point of beginning; thence 00°24'33"R left and along and with said Easterly right of way a distance of 10.62 feet; thence 107°15'00" right and leaving said Easterly right of way a distance of 364.78 feet; thence 73°12'30" right a distance of 10.57 feet; thence 106°47'30" right a distance of 364.61 feet to the point of beginning.

Less and Except the following:

Commence at the Southwest corner of said Section 24; thence Easterly along the South line of said section a distance of 974.97 feet to the intersection of said South section line and the Easterly right of way of U.S. Highway 31; thence 106°54'35" left and along and with said Easterly right of way a distance of 863.29 feet to an iron pin found and the point of beginning; thence 00°24'33" left and along and with said Easterly right of way a distance of 10.62 feet; thence 107°16'00" right and leaving said Easterly right of way a distance of 75.00; thence 90°00'00" right a distance of 10.12 feet; thence 90°00'00" right a distance of 71.78 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Less and except Parcel I described above.

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EXHIBIT "A" (continued)

109831

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Tract F

Parcel I

2611 Pelham Parkway (US Highway 31) Legal Description

A parcel of land situated in the West half of the Southwest quarter of Section 6, Township 20 South, Range 2 West and the East half of the Southeast quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows:

Commence at the Southwest corner of said Section 6 and run thence Northwardly along the West line of said Section 6 for 412.00 feet to the point of beginning; thence continue along last described course, a distance of 723.07 feet; thence 27 degrees 49 minutes 13 seconds right, in a Northeasterly direction, a distance of 189.62 feet; thence 97 degrees 36 minutes 13 seconds left, in a Northwesterly direction, a distance of 258.28 feet to a point on the Southeasterly right-of-way line of U.S. Highway No. 31; thence turn right 97 degrees, 17 minutes, and run Northeastwardly and along said Southeasterly right-of-way line for 66.55 feet; thence turn right 82 degrees, 43 minutes and run Southeastwardly for 217.80 feet; thence turn left 82 degrees, 43 minutes and run Northeastwardly for 18.14 feet; thence turn right 88 degrees, 53 minutes and run Southeastwardly for 165.79 feet to a point on the North line of the Southwest quarter of Southwest quarter of Section 6, Township 20 South, Range 2 West; thence turn left 24 degrees, 23 minutes and run Eastwardly and along said Northerly line for 252.00 feet; thence turn 116 degrees, 37 minutes, 49 seconds right, in a southwesterly direction, a distance 1022.60 feet to the Point of Beginning.

Parcel II

A parcel of land situated in the West half of the Southwest quarter of Section 6, Township 20 South, Range 2 West in the East half of the Southeast quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the southwest corner of said Section 6 and run thence Northwardly along the west line of said Section 6 for 1135.07 feet; thence turn left 72 degrees 29 minutes and run Northwesterly for 235.88 feet; thence turn right 4 degrees 24 minutes 30 seconds and continue Northwestwardly for 22.99 feet to a point on the Southeasterly right-of-way line of US Highway No. 31; thence turn right 95 degrees 34 minutes 30 seconds and run Northeastwardly and along said Southeasterly right-of-way line for 266.55 feet; thence turn right 82 degrees 43 minutes and run Southeastwardly for 217.80 feet; thence turn left 82 degrees 43 minutes and run Northeastwardly for 18.14 feet; thence turn right 88 degrees 53 minutes and run Southeastwardly for 165.79 feet to a point on the North line of the Southwest quarter of Southwest quarter of Section 6, Township 20 South, Range 2 West; thence turn left 24 degrees 23 minutes and run Eastwardly and along said Northerly line for 611.92 feet; thence turn right 106 degrees 47 minutes 27 seconds and run Southwestwardly for 443.90 feet; thence turn right 15 degrees 16 minutes 27 seconds and run Southwestwardly for 619.94 feet; thence turn 10 degrees 38 minutes 23 seconds right and continue Southwestwardly for 510.86 feet to the point of beginning.

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LOAN POLICY

EXHIBIT "A"

(continued)

109831

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Less and Except:

A parcel of land situated in the E ½ of the SE ¼ of Section 1, Township 20 South, Range 3 West, and in the W ½ of the SW ¼ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, said parcel more particularly described as follows:

Commence at the NE corner of the SE ¼ of the SE ¼ of said Section 1, and run thence South 00 degrees 00 minutes West (assumed) 191.48 feet to the point of beginning of the property herein described; thence run North 72 degrees 29 minutes West 235.88 feet; thence run North 68 degrees 04 minutes 31 seconds West 22.99 feet to a point on the Southeasterly right-of-way line of US Highway 31 South; thence run North 27 degrees 30 minutes 00 seconds East along said right-of-way line 200.00 feet; thence run South 69 degrees 47 minutes East 258.28 feet; thence run South 27 degrees 49 minutes 13 seconds West 189.62 feet to the point of beginning.

Less and Except Parcel I described above.

Note: Addresses are shown for informational purposes only.

Loan No.: V_54187
Debtor: ATTIC PLUS STORAGE, LLP

Secured Party: JPMORGAN CHASE BANK, N.A.

EXHIBIT "B"
to
UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "**Security Instrument**");

2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");

3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All machinery, equipment, goods, inventory, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and

interest of Debtor in and to any of the Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the "**Bankruptcy Code**") (individually, a "**Lease**"; collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements

or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.