

RECORDING REQUESTED BY:
Old Republic Title Company

AND WHEN RECORDED TO:
USL Pleasanton Lakes, L.P.
100 Waugh Drive, Suite 600
Houston, TX 77007
John W. Enerson

Forward Tax Statements to
the address given above

WE HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT RECORDED.

5-31-12
SERIES # 2012178655
OF OFFICIAL RECORDS.
Alameda COUNTY
OLD REPUBLIC TITLE CO.
BY [Signature]

SPACE ABOVE LINE FOR RECORDER'S USE

TS #: 0125000929
Loan #: Legacy Pleasanton

TRUSTEE'S DEED UPON SALE

A.P.N.: 946-1350-003-08; 946-1350-003-06, 946-1128-004-
04; 946-1350-003-07; 946-1250-006-02; 946-1350-003-10;
946-1250-007-06

Transfer Tax: \$0.00

THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE,
SECTION 480.3

The Grantee Herein was the Foreclosing Beneficiary and this is a first deed of trust.

The Amount of the Unpaid Debt was \$37,938,943.42

The Amount Paid by the Grantee was \$8,000,000.00

Said Property is in the City of Pleasanton, County of Alameda

Old Republic Title Company, a California corporation, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

USL Pleasanton Lakes, L.P.

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Alameda, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof for legal description.

See Exhibit "B" attached hereto and made a part hereof for personal property.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by Legacy Pleasanton Land, LLC, a Delaware limited liability company as Trustor, dated 8/30/2007 of the Official Records in the office of the Recorder of Alameda, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 8/31/2007, instrument number 2007-318646, of official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

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All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 5/25/2012. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$8,000,000.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **Old Republic Title Company, a California corporation**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: 5/25/2012

Old Republic Title Company, as Trustee

By:

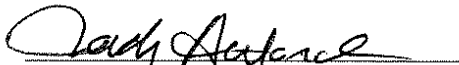

Debbie Jackson, Assistant Vice President

STATE OF California
COUNTY OF Contra Costa

On 5/30/2012 before me, Judy Hetland, Notary Public, personally appeared, **Debbie Jackson** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Judy Hetland

(Seal)



EXHIBIT "A"

PARCEL ONE:

Being all of those certain Parcels of land described in the corporation Grant Deeds to Kaiser Sand & Gravel Company recorded March 31, 1978 as Instrument Numbers 78-057626 and 78-057627, and portions of those certain Parcel of land described in the Corporation Grant Deeds to Kaiser Sand & Gravel Company recorded March 31, 1978 and Instrument Numbers 78-057621 and 78-057624, Alameda County Records, more particularly described as follows:

Beginning at the Southwesterly corner of Parcel B, as said Parcel is shown on Parcel Map 389, filed for record August 26, 1969 in Book 61 of Maps at Page 50, Alameda County Records, said corner being a point in the Northerly line of the Western Pacific Railroad right of Way, 100 feet in width;

Thence along said Northerly right of way line, North $83^{\circ} 01' 47''$ East 4976.10 feet to the intersection thereof with the Westerly line of Plot 7 as said plot is described in the decree dated April 1, 1869, rendered by Third District Court, Alameda County, in Case No. 1725, entitled Augustin Bernal, et al, plaintiff, vs. Juan Pablo Bernal, et al, defendants, certified copy whereof was recorded April 12, 1869 in Book 40 of Deeds at Page 315, Alameda County Records, said Westerly line being also the Easterly line of said Parcel described in said Corporation Grant Deed to Kaiser Sand & Gravel Company recorded as Instrument Number 78-057624;

Thence along said Westerly line of Plot 7, North $1^{\circ}09'27''$ East, 1979.26 feet to the Northwesterly corner of said Plot 7, said corner being a point in the Southerly line of Parcel 1 as said Parcel is described in the Decree of Settlement of Final Account and of Final Distribution in the matter of the estate of Henry Paul Mohr recorded October 16, 1936 in Book 3411 at Page 139, Official Records of Alameda County;

Thence along said Southeasterly line of said Parcel 1, South $67^{\circ}41'11''$ West, 59.14 feet;

Thence leaving said Southeasterly line, South $33^{\circ}13'02''$ West, 266.01 feet;

Thence South 71°53'00" West, 2057.15 feet to a point in said Southeasterly line of Parcel 8 as said Parcel is described in said Decree of Settlement of Final Account and of Final Distribution in the matter of the Estate of Henry Paul Mohr recorded October 15, 1936 in Book 3411 at Page 139;

Thence leaving said Southeasterly line, North 9°17'49" West, 1299.87 feet;

Thence North 89°41'49" West, 752.95 feet;

Thence North 0°18'11" East, 532.00 feet;

Thence North 89°41'49" West, 2657.73 feet to the Easterly line of the aforementioned Parcel of land described in the Deed to Kaiser Sand and Gravel Company recorded March 31, 1978 as Instrument Number 78-057621;

Thence along said Easterly line, South 0°54'22" East, 1863.29 feet to the intersection thereof with the Northerly right of way line of Busch Road, 100 feet in width;

Thence along said Northerly right of way line, South 87°03'49" East, 1207.23 feet to the Northwesterly corner of the aforementioned Parcel of land described in the Corporation Grant Deed to Kaiser Sand & Gravel Company recorded as Instrument Number 78-057627;

Thence leaving said Northerly right of way line, along the Westerly line of last said Parcel, South 2°56'11" West, 99.99 feet to the Southerly right of way line of Busch Road, said point being the Northeasterly corner of Parcel Map 1658 filed for record June 26, 1976 in Book 91 of Maps at Page 13, Alameda County Records;

Thence along the Easterly line of said Parcel Map 1658, South 1°24'52" West, 839.93 feet the Southeasterly corner thereof;

Thence along the Southerly line of said Parcel Map 1658, North 87°03'49" West, 398.71 feet to the Southwesterly corner thereof, said corner being a point in the Westerly line of the aforementioned Parcel B of Parcel Map 389;

Thence along said Westerly line of Parcel B, South 1°24'52" West, 687.08 feet to the point of beginning.

Excepting therefrom the following Parcel as described in that certain Lot Line Adjustment Grant Deed recorded August 24, 2007 as Document No. 2007311545, Alameda County Records, defined therein as new Parcel 1, and further described as follows:

Being a portion of Parcel B as said Parcel is shown on Parcel Map 389 filed August 26, 1969 in Book 61 of Maps at Page 51, Alameda County Records, more particularly described as follows:

Beginning at a point in the Northerly line of said Parcel B, distant thereon South 87°03'49" East, 125.04 feet from the Northeasterly corner of Parcel A as said Parcel is shown on Parcel Map 1658 filed June 25, 1976 in Book 91 of Maps at Page 13, Alameda County Records;

Thence leaving said Northerly line, South 1°24'52" West, 551.61 feet;

Thence South 88°35'08" East, 270.00 feet;

Thence South 1°24'52" West, 844.52 feet to a point in the Southerly line of said Parcel B;

Thence along said Southerly line of Parcel B, South 83°01'47" West, 802.14 feet to the Southwesterly corner of said Parcel B;

Thence along the Westerly line of said Parcel B, North 1°24'52" East, 687.08 feet to the Southwesterly corner of Parcel A, as said Parcel is shown on said Parcel Map 1658;

Thence along the Southerly line of said Parcel A, South 87°03'49" East, 398.71 feet to the Southeasterly corner of said Parcel A;

Thence along the Easterly line of said Parcel A, along the Easterly line of Parcel B as said Parcel is shown on said Parcel Map 1658, and along the Easterly line of the aforementioned Parcel C of Parcel Map 1658, North 1°24'52" East, 839.93 feet to the aforementioned Northeasterly corner of said Parcel C, said corner being a point in the Northerly line of said Parcel B of Parcel Map 389;

Thence along said Northerly line, South 87°03'49" East, 125.04 feet to the point of beginning.

And also excepting therefrom the following Parcel as described in that certain lot line Adjustment Grant Deed recorded August 24, 2007 as Document no. 2007311545, Alameda County Records, defined therein as new Parcel 2, and further described as follows:

Being a portion of Parcel B as said Parcel is shown on Parcel Map 389 filed August 26, 1969 in Book 61 of Maps at Page 51, Alameda County Records, and a portion of that certain Parcel of land described in the Deed to Kaiser Sand & Gravel Company recorded March 31, 1978 on Reel 5324 at Image 58, Instrument Number 78-057624, Alameda County Records, more particularly described as follows:

Beginning at a point in the Northerly line of said Parcel B, distant thereon South 87°03'49" East, 125.04 feet from the Northeasterly corner of Parcel A as said Parcel is shown on Parcel Map 1658 filed June 25, 1976 in Book 91 of Maps at Page 13, Alameda County Records;

Thence leaving said Northerly line, South 1°24'52" West, 551.61 feet;

Thence South 88°35'08" East, 270.00 feet;

Thence South 1°24'52" West, 844.52 feet to a point in the Southerly line of said Parcel B;

Thence along said Southerly line of Parcel B and along the Southerly line of said Kaiser Sand & Gravel Company Parcel (78-057624) North 83°01'47" East, 4173.96 feet to the Southeasterly corner thereof;

Thence along the Easterly line of said Kaiser sand & Gravel Company Parcel, North 1°09'27" East, 1979.26 feet to the Northeasterly corner thereof;

Thence along the Northwesterly line of said Kaiser Sand & Gravel Company Parcel, South 67°41'11" West, 59.14 feet to an angle point in the Southeasterly line of that certain Parcel of land described in the Grant Deed to Alameda County Flood Control and Water Conservation District - Zone 7, recorded June 27, 2003 as Instrument Number 2003-378544, Alameda County Records;

Thence along said Southeasterly line, South 33°13'02" West, 266.01 feet;

Thence continuing along said Southeasterly line, South 71°53'00" West, 2057.15 feet to an angle point therein, said point being a point in the aforementioned Northwesterly line of said Kaiser Sand & Gravel Company Parcel;

Thence along said Northwesterly line, South 67°41'11" West, 76.05 feet to the Northwesterly corner of Kaiser Sand & Gravel Company Parcel;

Thence along the Westerly line of said Kaiser Sand & Gravel Company Parcel, South 1°26'01" West, 109.23 feet to the Northeasterly corner of said Parcel B of Parcel Map 389;

Thence along the Northerly line of said Parcel B, South 67°41'11" West, 404.08 feet to an angle point therein;

Thence continuing along said Northerly line, North 87°03'49" West, 1818.42 feet to the point of beginning.

PARCEL TWO:

Being a portion of that certain parcel of land described as Parcel 1 in the Decree by Settlement of Final Account of Final Distribution in the matter of the estate of Henry Paul Mohr recorded October 15, 1936 Alameda County Records, further described as follows:

Beginning at the Southwesterly corner of that certain parcel of land described as Parcel 3 in the Deed to Marie P. Jamieson recorded May 4, 1940 in Book 3896 at Page 348, Alameda County Records, said corner being a point in the Southerly prolongation of a line which Lies 30.00 feet Westerly of, measured at right angles to, and parallel with the Westerly Line of that certain parcel of land described as Parcel 9 in the said Decree by Settlement of Final Account of Final Distribution in the matter of the estate of Henry Paul Mohr;

Thence along said prolonged line, South 1°10'30" West, 420.14 feet;

Thence leaving said line, North 68°13'42" East, 206.21 feet;

Thence North 73°35'26" East, 829.79 feet;

Thence North 0°32'26" West, 89.92 feet to a point in the Southerly line of said Parcel 3;

Thence along said Southerly line, North 88°52'20" West, 978.21 feet to the point of beginning.

Excepting therefrom the following parcel as described in that certain Final Order in Condemnation recorded October 29, 2010 as Document No. 2010317771, and further described as follows:

Being a portion of that certain parcel of land described as Parcel 1 in the Decree by Settlement of Final Account of Final Distribution in the matter of the estate of Henry Paul Mohr recorded October 15, 1936 in Book 3411 at Page 139, Official Records of Alameda County, further described as follows:

Commencing at a point in the general Northerly line of that certain parcel of land described in that certain Grant Deed to Alameda County Flood Control and Water Conservation District-Zone 7 recorded June 27, 2003 as Instrument No. 2003378544 Alameda County Records, said point of beginning being the Westerly terminus of the certain Course described in said Deed as "North 68° 13' 42" East 206.21";

Thence along said general northerly line, North 68° 13' 42" East, 206.21 feet;

Thence continuing along said general Northerly line, North 73° 35' 26" East, 207.18 feet to the point of beginning of this description;

Thence leaving said line, North 1° 10' 30" East, 277.49 feet to a point in the Southerly line of that certain parcel of land described as Parcel 3 in the Deed to Marie P. Jamieson recorded May 4, 1940, in Book 3896 at Page 346, Official Records of Alameda County;

Thence along said Southerly line, South 88° 52' 19" East, 590.83 feet to the Westerly terminus of the certain course described in said Deed to Alameda County Flood Control and Water Conservation District-Zone 7 as "North 88° 52' 19" West, 2207.13 feet";

Thence leaving said line and along aforesaid general Northerly line, South 0° 32' 26" East, 89.92 feet;

Thence continuing along said general Northerly line, South 73° 35' 26" West, 622.61 feet to the point of beginning.

Bearings and distances are based on the California Coordinate System NAD83, Zone 3, to obtain ground level distances, multiply distance shown by 1.0000776.

PARCEL THREE:

Being a portion of Parcel 1 as said parcel is described in the Decree of Settlement of Final Account and of Final Distribution in the Matter of the Estate of Henry Paul Mohr recorded October 15, 1936 in Book 3411 at Page 139, Official Records of Alameda County, more particularly described as follows:

Beginning at a point in the Westerly most line of said Parcel 1, distant thereon North 1°13'15" East, 349.62 feet from the intersection thereof with the Northerly line of Parcel 6 as said parcel is described in said Decree of Settlement of Final Account and of Final Distribution in the Matter of the Estate of Henry Paul Mohr;

Thence leaving said Westerly most line, North 78°55'18" East, 466.75 feet;

Thence South 86°43'54" East, 223.18 feet;

Thence South 68°29'40" East, 884.73 feet;

Thence South 78°46'06" East, 40.65 feet;

Thence East, 72.36 feet to a line which lies 60.00 feet Westerly of, measured at right angle to, and parallel with the Westerly line of Parcel 9 as said parcel is described in said Decree of Settlement of Final Account and of Final Distribution in the Matter of the Estate of Henry Paul Mohr;

Thence along said parallel line, North 1°10'30" East, 385.56 feet to the intersection thereof with the Westerly prolongation of the Northerly line of Parcel 1 as said parcel is described in the Deed to Marie P. Jamieson recorded September 24, 1940 in Book 3896 at Page 346, Official Records of Alameda County;

Thence along said Westerly prolonged line, South 89°33'30" East, 60.00 to an angle point in the exterior boundary line of said parcel 1, said angle point being the Northwesterly corner of that certain parcel of land described as Parcel 1 in the Deed to Marie P. Jamieson recorded May 4, 1940 in Book 3896 at Page 346, Alameda County Records;

Thence along said exterior boundary line of Parcel 1 (3411 O.R. 139), North 0°58'13" East, 509.07 feet to the Northerly line of said Parcel 1;

Thence along said Northerly line, North 88°40'44" West, 1678.77 feet to the Northwesterly corner of said Parcel 1;

Thence along the aforementioned Westerly most line of Parcel 1, South 1° 13'15" West, 677.58 feet to the point of beginning.

Excepting therefrom the following: A portion of that certain parcel of land conveyed to Kaiser Sand & Gravel Co. as recorded on the 19th day of December, 1980 in Series No. 80-224327, Alameda County Records, and being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence along the Eastern line of said parcel South 0°56'02" West, 410.40 feet; thence leaving said Eastern line North 89°03'58" West, 39.12 feet; thence North 00°56'02" East, 255.90 feet; thence North 88°18'37" West, 1645.69 feet to the Westerly line of said parcel; thence North 01°26'16" East, 155.00 feet; thence South 88°18'37" East, 1683.45 feet to said point of beginning.

PARCEL FOUR:

Easements, rights and interests reserved in that grant deed by and between Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation and Alameda County Flood Control and Water Conservation District - Zone 7, a California public entity recorded June 27, 2003 as Instrument No. 2003378544, Official Records.

PARCEL FIVE:

Easements, rights and interests reserved in that Grant Deed by and between Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation and Alameda County Flood Control and Water Conservation District, a body corporate and politic recorded June 17, 2004 as Instrument No. 2004272278, Official Records.

PARCEL SIX:

Rights contained in that certain Lake Access and Easement Maintenance Agreement recorded June 27, 2003 as Instrument No. 2003378545, Official Records.

PARCEL SEVEN:

Rights contained in that certain Grant of Access Easement (El Charro Bridge and Operating Road North of Lake H and Lake I) recorded June 27, 2003 as Instrument No. 2003378546, Official Records.

PARCEL EIGHT:

Easements contained that certain Easement Agreement for Arroyo Mocho Bridge at El Charro Road recorded June 17, 2004 as Instrument No. 2004272279, Official Records.

PARCEL NINE:

Easements contained that certain Easement Agreement for Roadway Purposes and for Arroyo Mocho Bridge at El Charro Road recorded June 3, 2003 as Instrument No. 2003319111, Official Records.

PARCEL TEN:

The following parcel as described in that certain Lot Line Adjustment Grant Deed recorded August 24, 2007 as Document No. 2007311545, Alameda County Records, defined therein as "New Parcel 2", and further described as follows:

Being a portion of Parcel B as said parcel is shown on Parcel Map 389 filed August 26, 1969 in Book 61 of Maps at Page 51, Alameda County Records, and a portion of that certain parcel of land described in the deed to Kaiser Sand & Gravel Company recorded March 31, 1978 on Reel 5324 at Image 58, Instrument Number 78-057624, Alameda County Records, more particularly described as follows:

Beginning at a point in the Northerly line of said Parcel B, distant thereon South 87°03'49" East, 125.04 feet from the Northeasterly corner of Parcel A as said parcel is shown on Parcel Map 1658 filed June 25, 1976 in Book 91 of Maps at Page 13, Alameda County Records;

Thence leaving said Northerly line, South 1°24'52" West, 551.61 feet;

Thence South $88^{\circ}35'08''$ East, 270.00 feet;

Thence South $1^{\circ}24'52''$ West, 844.52 feet to a point in the Southerly line of said Parcel B;

Thence along said Southerly line of Parcel B and along the Southerly line of said Kaiser Sand & Gravel Company Parcel (78-057624) North $83^{\circ}01'47''$ East, 4173.96 feet to the Southeasterly corner thereof;

Thence along the Easterly line of said Kaiser Sand & Gravel Company parcel, North $1^{\circ}09'27''$ East, 1979.26 feet to the Northeasterly corner thereof;

Thence along the Northwesterly line of said Kaiser Sand & Gravel Company parcel, South $67^{\circ}41'11''$ West, 59.14 feet to an angle point in the Southeasterly line of that certain parcel of land described in the Grant Deed to Alameda County Flood Control and Water Conservation District - Zone 7, recorded June 27, 2003 as Instrument Number 2003-378544, Alameda County Records;

Thence along said Southeasterly line, South $33^{\circ}13'02''$ West, 266.01 feet;

Thence continuing along said Southeasterly line, South $71^{\circ}53'00''$ West, 2057.15 feet to an angle point therein, said point being a point in the aforementioned Northwesterly line of said Kaiser Sand & Gravel Company parcel;

Thence along said Northwesterly line, South $67^{\circ}41'11''$ West, 76.05 feet to the Northwesterly corner of Kaiser Sand & Gravel Company parcel;

Thence along the Westerly line of said Kaiser Sand & Gravel Company parcel, South $1^{\circ}26'01''$ West, 109.23 feet to the Northeasterly corner of said Parcel B of Parcel Map 389;

Thence along the Northerly line of said Parcel B, South $67^{\circ}41'11''$ West, 404.08 feet to an angle point therein;

Thence continuing along said Northerly line, North $87^{\circ}03'49''$ West, 1818.42 feet to the point of beginning.

EXHIBIT "B"

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land 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 this Security Instrument;

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

(d) 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 Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in

which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal 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 this Security Instrument and all proceeds and products of the above;

(h) 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 Borrower 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") (collectively, the "Leases") and all right, title and interest of Borrower, 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, 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 Borrower 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;

(i) 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;

(j) Insurance Proceeds. All proceeds in respect of the Property under 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;

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

(l) Rights. The right, in the name and on behalf of Borrower, 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 Lender in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, 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 Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(n) 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;

(o) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(p) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (o) above.