

of the Facility and not evidenced by an Instrument, including, without limitation, all accounts and accounts receivable arising from the ownership or operation of the Facility, now existing or hereafter coming into existence, and all proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible), received from the sale, exchange, transfer, collection or other disposition or substitution thereof.

"Account Collateral" means (i) all of Debtor's right, title and interest in the Cash Collateral Account (including all Sub-Accounts) and all Money and Permitted Investments, if any, from time to time deposited or held in the Cash Collateral Account; (ii) all of Debtor's right, title and interest in the Collection Account(s) and Security Deposit Account and all Money, if any, from time to time deposited or held in such Collection Account(s) and Security Deposit Account; (iii) all interest, dividends, Money, Instruments and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any of the foregoing; and (iv) to the extent not covered by clauses (i), (ii), or (iii) above, all Proceeds and products of any or all of the foregoing.

"Additional Collateral" means (i) All of Debtor's right, title and interest in and to all contracts between Debtor and third parties in connection with the management, construction, repair, renovation, use, operation or maintenance of the Facility, including without limitation, the Management Agreement, any franchise agreements, any agreements regarding parking facilities for the Facility, any architect's agreements, construction contracts, licensing agreements, subcontracts, service and supply agreements, any other agreements with design professionals, all agreements, allocations, and rights with all utility services serving the Facility and all development agreements, reservation agreements, agreements of sale, options to purchase, rights of first refusal or any other preferential right and Permits, which have heretofore been or will hereafter be executed by or on behalf of Debtor or any manager under any management agreement, or which have been or will hereafter be assigned to or acquired by Debtor, in each case as the same may thereafter from time to time be supplemented, amended, modified or extended by one or more written agreements supplemental thereto applicable to the Facility (collectively, the "Assigned Agreements"; the parties with whom or to whom such Assigned Agreements have been or may hereafter be given are hereinafter collectively referred to as the "Contractors"); and (ii) All of Debtor's right, title and interest in and to all warranties, guarantees, and other rights of Debtor or any manager under any management agreement, direct and indirect, against manufacturers, dealers, suppliers, Contractors, and others in connection with the work done or to be done and the materials supplied or to be supplied to or for the Facility.