

Debtor; together with all Additions to the Equipment and Proceeds thereof.

"Financing Agreement" means the Financing and Security Agreement between the Debtor, the Secured Party and the Lenders which sets forth, among other things, the terms and conditions upon which the proceeds of the credit facilities will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Governmental Authority" means any governmental or quasi-governmental entity, including, without limitation, any department, commission, board, bureau, agency, administration, service or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land.

"Land" means the land described in Exhibit "B" attached hereto, together with (a) all estates, title interests, title reversion rights, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements and other rights, now or hereafter owned by the Debtor and belonging or appertaining to the Land, (b) all Claims whatsoever of the Debtor with respect to the Land, either in law or in equity, in possession or in expectancy, and (c) all estate, right, title and interest of the Debtor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to, the Land.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

"Lenders" means the Lenders named in the Financing Agreement and their respective successors and assigns.

"Mortgage" means the Open-End Mortgage and Security Agreement executed by the Debtor for the benefit of the