

7. All judgments, awards of damages (including but not limited to severance and consequential damages), all payments, proceeds, settlements or other compensation previously or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any condemnation, either temporarily or permanently, (b) any change or alteration of the grade or widening of any street or road, and (c) any other damage, destruction, or injury to, or decrease in value of, the Property or the Improvements or any part thereof, to the extent of all Indebtedness which may be secured hereunder at the date of receipt by the Secured Party of any such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon, reasonable counsel fees, and costs and disbursements, if any, incurred by the Secured Party in connection with the collection of such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon;

8. All Casualty Proceeds and other payments, proceeds, settlements or other compensation previously or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or the Improvements or any portion thereof;

9. All contract rights (including any contract deposits), but not any contract obligations or liabilities, relating to or arising out of any agreement to sell, transfer, assign, convey or encumber the Property, the Improvements, any portion thereof, any interest therein, or any ownership interest in the Debtor;

10. All of Debtor's rights in and to, and remedies under the Ground Lease in connection with the Property located in the State of Alabama (the "Ground Lease"), and any and all sub-rents and other payments in connection with the Ground Lease;

11. All right, title and interest of the Debtor in and to the Management Agreement as entered into on even date herewith GMH Management, Inc.;

12. All plans and specifications, surveys, reports, diagrams, drawings, service contracts, accounting records, invoices, governmental actions and other permits necessary or appropriate to permit the construction, restoration or alteration, addition, improvement, use, operation and management of the Property and the Improvements;

13. All of the Debtor's cash, bank accounts, notes and other instruments, documents, accounts receivable, all of Debtor's interest in the Capital Reserve Escrow, Tax and Insurance Escrow, Security Deposit Escrow and Income Account (as such terms are defined in the Indenture of even date herewith),