

UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM UCC-1

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REORDER FROM  
Registré, Inc.

514 PIERCE ST.  
ANOKA, MN 55403  
(612) 421-1713

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and file 3 copies with interested Carbon Paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unexpired set of these forms, without extra fee.
- At the time of original filing, filing officer should return this copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
EquiStar Schaumburg Company, L.L.C.  
c/o CapStar Hotel Company  
1010 Wisconsin Avenue, N.W.  
Suite 650  
Washington, D.C. 20007

2. Secured Party(ies) and address(es)  
Bankers Trust Company, as Agent  
280 Park Avenue  
New York NY 10017

For Filing Officer (Date, Time, Number, and Filing Office)

96756958

DEPT-01 RECORDING \$71.50  
ISSD10 TRAN 6252 10/03/96 16:14:00

4. This financing statement covers the following types (or items) of property:

This financing statement is a fixture filing and is to be filed in the real property records. The Collateral is more particularly described on Schedule I attached hereto and by this reference incorporated herein. Proceeds and products of the collateral and goods that are to become fixtures on the real property described in Exhibit A attached hereto and by this reference incorporated herein are also covered by this financing statement.

44875 + C.I \* -96-756958  
COOK COUNTY RECORDER

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 26

Filed with: Cook County, IL

(see Annex A attached hereto)

Bankers Trust Company, as Agent

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

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STATE OF ILLINOIS  
COUNTY OF COOK

RETURN OF

PROPERTY OF THE STATE OF ILLINOIS  
COUNTY OF COOK

Clerk's Office

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Annex A - UCC-1

Debtor: EquiStar Schaumburg Company, L.L.C.

Secured Party: Bankers Trust Company, as Agent

Annex A  
TO UCC-1

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## SIGNATURE OF DEBTOR

DEBTOR: EQUISTAR SCHAUMBURG COMPANY,  
L.L.C.

By: CAPSTAR MANAGEMENT COMPANY,  
L.P.,  
Managing Member

By: CAPSTAR HOTEL COMPANY,  
General Partner

By: *William M. Karnes*  
Name: William M. Karnes  
Title: Senior Executive  
Vice President

\$ 715  
96753958

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## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

The Name of the Record Owner of the Land is EquiStar Schaumburg Company, L.L.C.

The permanent tax index number for the Land is 07-12-200-011.

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET, TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE SOUTH FROM SAID POINT, A DISTANCE OF 626.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT, A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT, A DISTANCE OF 484.58 FEET TO A POINT; THENCE FROM SAID POINT NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 397.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, WHICH IS 477.870 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET, A DISTANCE OF 678.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE OF 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 123.591 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST, THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET, BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST, THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.903 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR A DISTANCE OF 149.118 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1721.978 FEET FOR AN ARC DISTANCE OF 99.972

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FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS WEST; THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1054.00 FEET FOR AN ARC DISTANCE OF 238.971 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 238.460 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 679.816 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 364.938 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 70.0 FEET TO A POINT, THENCE DUE EAST, A DISTANCE OF 31 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 150.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 343.469 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT RECORDED JULY 7, 1971 AS DOCUMENT 21536943 AS SHOWN ON EXHIBIT 'F' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150 AMENDING DECLARATION OF EASEMENT RECORDED AS DOCUMENT 21448813 AND GRANTED FOR THE BENEFIT OF PARCEL 1 BY THE DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR INGRESS, EGRESS, PUBLIC UTILITY, AND DRAINAGE PURPOSES, OVER THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID POINT SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 734.46 FEET FOR AN ARC DISTANCE OF 274.15 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 272.56 FEET BEARING SOUTH 69 DEGREES 37 MINUTES 04 SECONDS EAST; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 323.07 FEET, FOR A POINT OF BEGINNING, OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, A DISTANCE OF 77.18 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5,779.65

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FEET, A DISTANCE OF 678.600 FEET, SAID CURVE HAVING A CHORD LENGTH OF 678.230 FEET BEARING SOUTH 62 DEGREES 06 MINUTES 40 SECONDS EAST; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST, ON A RADIAL LINE, 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 DEGREES AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 181.479 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR AN ARC DISTANCE OF 149.118 FEET, SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,721.978 FEET FOR A DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 08 SECONDS WEST, THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,054.0 FEET FOR A DISTANCE OF 238.971 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 238.46 FEET BEARING NORTH 58 DEGREES 25 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 209.606 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES IN CONDEMNATION CASE NO. 90LS1443, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN EASEMENT AGREEMENT DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT 21218271, AS SHOWN ON EXHIBIT 'A' ATTACHED TO AND MADE PART OF SAID EASEMENT AGREEMENT SAID EASEMENT IS ALSO GRANTED IN THE DECLARATION OF EASEMENTS RECORDED JULY 23, 1970 AS DOCUMENT 21218272 AND SHOWN ON EXHIBIT I ATTACHED THERETO, AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENTS 21314070 AND 21324390 AND CREATED BY THE DEED FROM LABALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NUMBER 42150, TO FOURTH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 23, 1971 AND RECORDED AUGUST 2, 1971 AS DOCUMENT 21567965 FOR SANITARY SEWER. SAID EASEMENT BEING 10 FEET IN WIDTH, WHICH EASEMENT IS DEPICTED ON THE SURVEY MADE BY ROBERT E. BIEDERMANN OF GREMLEY AND BIEDERMANN DATED SEPTEMBER 16, 1996, ORDER NUMBER 933214

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Debtor: EquiStar Schaumburg Company, L.L.C.  
Secured Party: Bankers Trust Company, as Agent

## SCHEDULE I

### COLLATERAL

All of such Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Debtor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever owned or leased (but only to the extent Debtor can grant a security interest therein without breaching the terms of such lease) now or in the future by such Debtor, and either located upon any Property (defined below), or any part thereof, or used in connection with the present use, maintenance, operation or occupancy of the Improvements (as hereinafter defined) as a hotel or motel or any other future occupancy or use of the Improvements, including all heating, lighting, laundry, incinerating, loading, unloading, swimming pool, landscaping, garage and power equipment and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, luggage or food carts, dollies, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, freezers, refrigerators, cabinets, dressers, cooking utensils, dishes, silverware, kitchen appliances and restaurant equipment and supplies, computers, reservation systems, software, cash registers, card keys, telephone switchboards, partitions, ducts and compressors, carpets, rugs, bed frames, springs, mattresses, sheets, pillow cases, pillows, blankets, bed spreads, stationery, tables, desks, chairs, sofas, bureaus, dressers, benches, window curtains, telephones, televisions, radios, lamps, mirrors, paintings, wall hangings, decorations, clothes hangers, bathroom fixtures, shower curtains, towels, medicine cabinets, and hotel cleaning equipment and supplies, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto and all of such Debtor's present and future "goods", "equipment" and "fixtures" (as such terms are defined in the Uniform Commercial Code) and other personal property, including without limitation any such personal property and fixtures which are leased (but only to the extent Debtor can grant a security interest therein without breaching the terms of such lease), and all repairs, attachments, betterments, renewals, replacements, substitutions and accessions thereof and thereto (all of the foregoing being referred to herein, collectively, as the "Equipment");

(b) all supplies and materials in which such Debtor has an interest arising in conjunction with such Debtor's ownership or operation of any Property, including any supplies or materials intended for incorporation or installation in the Improvements, prior

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Secured Party: Bankers Trust Company, as Agent

to the time the same are so incorporated or installed, including building materials and components (all of the foregoing being referred to herein, collectively, as the "Materials");

(c) all right, title and interest of such Debtor in and to all buildings, structures, fixtures, tenant improvements and other improvements of every kind and description now or hereafter located in or on any Property, including all Materials, water, sanitary and storm sewers, drainage, electricity, steam, gas, telephone and other utility facilities, parking areas, roads, driveways, walks and other site improvements; and all additions and betterments thereto and all renewals, substitutions and replacements thereof, owned or to be owned by such Debtor or in which such Debtor has or shall acquire an interest, to the extent of such Debtor's interest therein (all of the foregoing being referred to herein, collectively, as the "Improvements");

(d) at such times and to the extent the granting of a security interest therein is permitted by Applicable Law, as defined in the Credit Agreement, all liquor licenses, alcoholic beverage licenses, privilege licenses, other licenses relating to the sale or consumption of alcoholic beverages, alcoholic beverage permits, mixed beverage permits, beer permits, Sunday sales permits, private club late hours permits, mixed beverage late hours permits, other late hours permits, private club registration permits, other registration permits, beverage cartage permits, other permits relating to the sale or consumption of alcoholic beverages, consumption on premises resolutions and other resolutions relating to the sale or consumption of alcoholic beverages, all of the foregoing as heretofore or hereafter issued to or for the benefit of Debtor or its agents or representatives for use in connection with any Property, and all renewals thereof and substitutions for all of the foregoing, and all similar future liquor or alcoholic beverage licenses, permits and resolutions (all of the foregoing being referred to, collectively, as the "Liquor Licenses");

(e) all franchise agreements, management agreements, agreements for the acquisition of any Property and license agreements, including the Management Agreements as defined in that certain Senior Secured Revolving Credit Agreement dated as of September 24, 1996 by and among CapStar Management Company, L.P., CapStar Hotel Company, the financial institutions named therein as Lenders (the "Lenders") and Secured Party, as Agent for the Lenders, (as such agreement may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and the agreements listed in Annex B-1 annexed hereto and all similar future agreements, as each such agreement may be amended, restated, supplemented, replaced or otherwise modified from time to time (said agreements, as so amended, restated, supplemented, replaced or otherwise modified, being referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements"), including without limitation (i) all rights of such Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all

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rights of such Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of such Debtor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of such Debtor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(f) at such times and to the extent the granting of a security interest therein is permitted by Applicable Law, all approvals, authorizations, building permits, certifications, entitlements, exemptions, franchises, licenses, orders, variances, plat plan approvals, environmental approvals (including, without limitation, an environmental impact statement or report if required under Applicable Laws), air pollution authorities to construct and permits to operate, sewer and waste discharge permits, national pollutant discharge elimination system permits, water permits, zoning and land use entitlements and all other permits, whether now existing or hereafter issued to or obtained by or on behalf of such Debtor, that relate to or concern in any way any Property and are given or issued by any governmental or quasi-governmental authority, whether now existing or hereafter created (as the same may be amended, modified, renewed or extended from time to time, and including all substitutions and replacements therefor) (collectively, the "Permits");

(g) all abstracts of title, plans, specifications, operating manuals, computer programs, computer data, maps, surveys, studies, reports, appraisals, architectural, engineering and construction drawings and contracts, or whatever kind or character, whether now or hereafter existing, relating to any Property (all of the foregoing being referred to herein as the "Specifications");

(h) all right, title and interest now owned or hereafter acquired by such Debtor in and to all options and rights of first refusal to purchase or lease any Mortgaged Property as defined in the Credit Agreement or any portion thereof or interest therein, and in and to any greater estate in any Property or any other part of any Property (all of the foregoing being referred to herein as the "Options");

(i) subject to the terms of Section 6.19D of the Credit Agreement, all the right, in the name and on behalf of such Debtor, to appear in and defend any action or proceeding brought with respect to any Property, and to commence any action or proceeding to protect the interest of such Debtor in any Property (collectively, the "Proceeding Rights");

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(j) subject to the terms of the Credit Agreement, all of such Debtor's right and power to encumber further any Property or any part thereof (the "Encumbrance Rights");

(k) all rights, titles, interests, estates or other claims, both in law and in equity, which such Debtor now has or may hereafter acquire in any Property or in and to any greater estate in any Property or in and to any greater estate in any Property (the "Greater Estate Rights");

(i) all prepaid rent and security deposits and all other security which the lessor under any ground lease may hold now or later for the performance of such Debtor's obligations as the lessee under the such ground lease ("Security Deposits");

(m) subject to the terms of subsection 6.11 of the Credit Agreement, all insurance policies and the proceeds thereof, now or hereafter in effect with respect to any Property or any other Property, including, without limitation, any and all title insurance proceeds, and all unearned premiums and premium refunds, accrued, accruing or to accrue under such insurance policies, and all awards made for any taking of or damage to all or any part of any Property or any other Property by eminent domain, or by any purchase in lieu thereof, and all awards resulting from a change of grade of streets or for severance damages, and all other proceeds of the conversion, voluntary or involuntary, of any Property into cash or other liquidated claims, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of any Property or any part thereof for any injury to or decrease in the value thereof for any reason (collectively, the "Insurance/Condemnation Proceeds");

(n) all right, title and interest of such Debtor as landlord in and to all leaseholds and all leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of any Property (or any other part of any Property) or any part thereof (including, without limitation, guest rooms, restaurants, bars conference and meeting rooms, and banquet halls and other public facilities), whether now or hereafter existing or entered into, (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of any Property (or any other part of any Property)) and all amendments, modifications, supplements, extensions or renewals thereof, and all guaranties thereof or of leasing commissions, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof, (all of the foregoing being collectively referred to as the "Leases"), and all rents, issues, profits, royalties (including all oil and gas or other

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Debtor: EquiStar Schaumburg Company, L.L.C.  
Secured Party: Bankers Trust Company, as Agent

hydrocarbon substances, earnings, receipts, revenues, accounts, accounts receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, occupancy and room charges, guest charges, vending receipts, service charges telephone charges, guest laundry charges, rooms revenues and receipts, and all other fees, charges, accounts and other payments for the use or occupancy of rooms and other public facilities and/or the services rendered and goods provided in connection therewith, food and beverage charges (including, without limitation, revenues derived from the sale or service of food and alcoholic and non-alcoholic beverages), and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts for Hotels, International Association of Hospitality Accountants, as amended from time to time, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to such Debtor to reimburse such Debtor for amounts originally paid or to be paid by such Debtor or such Debtor's agents or affiliates for which such tenants were liable, as, for example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of any Property otherwise due and payable or to become due and payable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of any Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from any Property or any other portion of any Property and all proceeds from the cancellation, surrender, sale or other disposition of the Leases (all of the foregoing being referred to collectively, as the "Rents") and the right to receive and apply the Rents to the payment of the Obligations, subject to the right hereinafter given to such Debtor to collect the Rents and subject to the terms and provisions of that certain Assignment of Rents and Leases dated as of the date hereof, by such Debtor, as assignor for the benefit of Mortgagee, as assignee, as such agreement may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "Assignment of Rents");

(o) the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases, as defined in the Credit Agreement (collectively, the "Lease Provisions");

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(p) all impounds paid by such Debtor pursuant to the provisions of the Mortgage, as defined in the Credit Agreement, and all refunds or rebates of real and personal property taxes or charges in lieu of taxes, heretofore or now or hereafter assessed or levied against any Property or any other part of any Property, including interest thereon, and the right to receive the same, whether such refunds or rebates relate to fiscal periods before or during the term hereof (collectively, the "Refunds");

(q) any loan commitment for permanent financing of the Improvements, as defined in the Credit Agreement, including refinancing of any existing construction loans, and all amounts to be advanced to or on behalf of such Debtor thereunder (collectively, the "Financing Commitments");

(r) all inventory in all of its forms (including, but not limited to, (i) all goods held by such Debtor for sale or lease (including without limitation all alcoholic beverage inventory) or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in such Debtor's business, (iii) all goods in which such Debtor has an interest in mass or a joint or other interest or right of any kind, (iv) all goods which are returned to or repossessed by such Debtor, and (v) all accessions thereto and products thereof (all such inventory, accessions and products being the "Inventory") and all negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading) issued by any Person, as defined in the Credit Agreement, covering any Inventory (any such negotiable document of title being a "Negotiable Document of Title");

(s) all motor vehicle equipment in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all trucks, tractors, trailers and automobiles), and all parts thereof (whether or not at any time of determination incorporated or installed therein or attached thereto, and including, without limitation, spare parts and tires), and all additions and accessions to, and replacements for, any of the foregoing Collateral (any and all such motor vehicle equipment, parts, additions, accessions and replacements being the "Rolling Stock");

(t) any and all accounts receivable and rights to payment for use or occupancy of hotel rooms, motel rooms or other space or for goods sold or leased or for services rendered, whether or not yet earned by performance, arising from the operation of the Improvements (including the use or occupancy thereof) or any other facility on any Property, including, without limitation, (a) all accounts arising from the operation of any Improvements (specifically including any accounts receivable), (b) all amounts paid or payable by the operator or manager under the Management Agreements, and (c) all rights to payment or accounts receivable from any consumer credit, debit or other charge card organization or entity, including payments arising from the use of the American Express

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Card, the Visa Card, the Carte Blanche Card, the MasterCard, the Discover Card or any other credit or debit card, including those now existing or hereafter created, (d) all rights to receive payment under Leases, substitutions therefor, proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom (all of the foregoing being referred to herein, collectively, as the "Payment Rights");

(u) all accounts, contract rights, chattel paper, documents, instruments, general intangibles, accounts receivable, other rights to payment of any nature and other rights and obligations of any kind and all rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles, accounts receivable, other rights to payment of any nature or other obligations (including, without limitation, the Assigned Agreements) (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles, accounts receivable, other rights to payment of any nature and other obligations, together with the Payment Rights being the "Accounts", and any and all such security agreements, leases and other contracts being the "Related Contracts");

(v) all cash, money, currency, and all demand, time, savings, passbook or like accounts with a bank, savings and loan association, credit union or like organization, including without limitation the Local Accounts, the Concentration Account, the Deferred Maintenance Account and the Capital Reserve Account (in each case as defined in the Credit Agreement; collectively, the "Deposit Accounts"), including, without limitation, all of the following (the "Deposit Account Collateral"):

(i) the Concentration Account, all funds held therein, and all certificates of deposit and instruments, if any, from time to time representing or evidencing such funds or the Concentration Account;

(ii) all Local Accounts and other demand, savings, passbook or like account or post office boxes, mail stops or like mechanisms for the receipt of Rents, Payment Rights and Accounts (collectively, the "Local Deposit Accounts"), all funds held therein, and all certificates and instruments, if any, from time to time representing or evidencing such funds or Local Deposit Accounts;

(iii) all notes, certificates of deposit and other instruments from time to time hereafter delivered to or otherwise possessed by the Secured Party for and on behalf of such Debtor in substitution for or in addition to any of the then existing Deposit Account Collateral;

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Secured Party: Bankers Trust Company, as Agent

(iv) all investments from time to time credited to any Deposit Account and all certificates and instruments, if any, from time to time representing or evidencing such investments; and

(v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any and all of the then existing Deposit Account Collateral;

(w) all trademarks, tradenames, trade secrets, business names, patents, patent applications, licenses, copyrights, registrations and franchise rights, all goodwill associated with any of the foregoing and other rights relating to the name and style under which any Property is operated (excluding names and logos of tenants of any Property) (collectively, the "Intellectual Property");

(x) to the extent not otherwise included in any other paragraph hereof, all other general intangibles (including without limitation tax refunds, rights to payment or performance, *choses in action* and judgments taken on any rights or claims included in the Collateral) (the "General Intangibles");

(y) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon (collectively, the "Records"); and

(z) all shares of stock of each Subsidiary, as defined in the Credit Agreement, of such Debtor and all shares of capital stock of each other Person, as defined in the Credit Agreement, that are owned by Debtor (the "Pledged Shares") and the certificates representing the Pledged Shares and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to the Pledged Shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares (the "Related Pledged Share Collateral");

(aa) all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of the Pledged Shares from time to time acquired by such Debtor in any manner (which shares shall be deemed to be part of the Pledged Shares), the certificates or other instruments representing such additional shares, securities, warrants, options or other rights and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such additional shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, securi-

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Secured Party: Bankers Trust Company, as Agent

ties, warrants, options or other rights (the "Additional Related Pledged Share Collateral");

(ab) all shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Debtor (which shares shall be deemed to be part of the Pledged Shares), the certificates or other instruments representing such shares, securities, warrants, options or other rights and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, securities, warrants, options or other rights (the "New Subsidiary Pledged Share Collateral" and together with the Related Pledged Share Collateral and the Additional Related Pledged Share Collateral, the "Pledged Collateral"); and

(ac) all indebtedness from time to time owed to such Debtor by any direct or indirect Subsidiary of such Debtor or any Person, including, without limitation, the Atlanta Notes, the Atlanta Mortgage and all other Atlanta Documents (in each case as defined in the Credit Agreement), including without limitation those documents listed in Annex B-2, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness, and all collateral pledged to secure such indebtedness and all security agreements and other documents relating to, or evidencing, such collateral (the "Pledged Debt");

(ad) all right, title and interest as a partner (whether a general partner or a limited partner) in the partnerships listed from time to time on Schedule VI of that certain Pledge and Security Agreement dated as of September 24, 1996 and entered into and among CapStar Management Company, CapStar Hotel Company, the grantors party thereto from time to time, and Secured Party as Agent for the Lenders, (as such agreement may be amended, restated, replaced, supplemented and otherwise modified from time to time, the "Security Agreement") and each partnership in which such Debtor acquires an interest after the Closing Date (collectively, the "Partnerships"), including without limitation those listed on Annex B-3 hereto whether now owned or hereafter acquired, including without limitation all of such Debtor's right, title and interest in, to and under the agreements pursuant to which the Partnerships are established (collectively the "Partnership Agreements") together with all other rights, interests, claims and other property of such Debtor in any manner arising out of or relating to a limited partnership interest or general partnership interest in any Partnership, whatever their respective kind or character, whether they are tangible or intangible property, and wheresoever they may exist or be located, and further including, without limitation, all of the rights of any such Debtor: (i) to (x) receive money due and to

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become due (including without limitation dividends, distributions, interest, income from partnership properties and operations, proceeds of sale of partnership assets and returns of capital) under or pursuant to any Partnership Agreement, (y) receive payments upon termination of any Partnership Agreement, and (z) receive any other payments or distributions, whether cash or noncash, in respect of any limited partnership interest or general partnership interest of such Debtor evidenced by any Partnership Agreement; (ii) in and with respect to claims and causes of action arising out of or relating to the Partnerships; and (iii) to have access to the Partnerships' books and records and to other information concerning or affecting the Partnerships;

(ze) all right, title and interest as a member (whether or not a manager) in the limited liability companies listed from time to time on Schedule VII of the Security Agreement hereto and each limited liability company in which such Debtor acquires an interest after the Closing Date as defined in the Credit Agreement (collectively, the "Limited Liability Companies"), including without limitation those listed on Annex B-4 hereto whether now owned or hereafter acquired, including without limitation all of such Debtor's right, title and interest in, to and under the agreements pursuant to which the Limited Liability Companies are established (collectively the "Limited Liability Company Agreements") together with all other rights, interests, claims and other property of such Debtor in any manner arising out of or relating to a membership interest in any Limited Liability Company, whatever their respective kind or character, whether they are tangible or intangible property, and wheresoever they may exist or be located, and further including, without limitation, all of the rights of any such Debtor: (i) to (x) receive money due and to become due (including without limitation dividends, distributions, interest, income from properties and operations, proceeds of sale of assets and returns of capital) under or pursuant to any Limited Liability Company Agreement, (y) receive payments upon termination of any Limited Liability Company Agreement, and (z) receive any other payments or distributions, whether cash or noncash, in respect of any membership interest of such Debtor evidenced by any Limited Liability Company Agreement; (ii) in and with respect to claims and causes of action arising out of or relating to the Limited Liability Companies; and (iii) to have access to the Limited Liability Companies' books and records and to other information concerning or affecting the Limited Liability Companies; and

(af) subject to the terms of the Credit Agreement, all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes hereof, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

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provided, however, that Collateral shall not include the following to the extent it is both (i) not located or used on or in, derived from or otherwise used in connection with or related to, a Pool A Property, as defined in the Credit Agreement, and (ii) is located on, directly derived from or otherwise used in the operation of a Pool B Property, as defined in the Credit Agreement, and that in no event shall the Collateral include, and no Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights or interests in any agreement to which such Debtor is a party or any of its rights or interests thereunder to the extent but only to the extent that such a grant would result in a breach of the terms of, or constitute a default under, any such agreement, and the other party to such agreement has not consented to the granting of such security interest in such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); and provided further, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include and such Debtor shall be deemed to have granted a security interest in, all such rights or interests in the applicable Collateral as if such provision had never been in effect.

“Property” means each of the hotel properties and the Land on which they are located listed on Schedules 5.4A1 and 5.4A2 to the Credit Agreement (and all Improvements thereon), including without limitation those listed on Annex B-5 and Annex B-6 hereto.

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## ANNEX B-1

### Franchise Agreements

1. License Agreement, dated as of March 12, 1996, by and between Hilton Inns, Inc. and EquiStar Irvine Company, L.L.C. with respect to the Orange County Airport Hilton Hotel, located at 18880 MacArthur Blvd, Irvine, California 92715.
2. Letter Agreement, dated March 5, 1996, by and between Hilton Inns, Inc. and EquiStar Irvine Company, L.L.C., with respect to the Orange County Airport Hilton Hotel located at 18880 MacArthur Blvd., Irvine, California 92715 (Rights in the Letter Agreement are not assignable; The Letter Agreement refers to a form of lender comfort letter that Hilton would be willing to deliver.)
3. License Agreement, dated as of June 30, 1995, by and between Sheraton Franchise Corporation and EquiStar Colorado Company, L.L.C., with respect to the Colorado Springs Sheraton Hotel, located at 2886 South Circle Drive, Colorado Springs, Colorado 80906.
4. Sheraton Reservations Agreement, dated June 30, 1995 by and between ITT Sheraton Reservations Corp. and EquiStar Colorado Company, L.L.C., with respect to the Colorado Springs Sheraton Hotel, located at 2886 Circle Drive, Colorado Springs, Colorado 80906.
5. License Agreement, dated as of March 1, 1996, by and between Westin License Company and Lepercq Atlanta Renaissance Partners, L.P., with respect to The Westin Hotel, Atlanta Airport, located at 4736 Best Road, Atlanta, Georgia 30337.
6. Software License Agreement, dated March 1, 1996, between Westin License Company and Lepercq Atlanta Renaissance Partners, L.P., with respect to the Westin Hotel, Atlanta Airport, located at 4736 Best Road, Atlanta, Georgia 30337.
7. Purchasing Agreement, dated March 1, 1996, between Westin Hotel Company and Lepercq Atlanta Renaissance Partners, L.P., with respect to the Westin Hotel, Atlanta Airport, located at 4736 Best Road, Atlanta, Georgia 30337.
8. License Agreement, dated as of May 19, 1994, by and between Radisson Hotels International, Inc. and Bays Hotel Corp., assigned pursuant to Assignment and Assumption of License Agreement, dated as of June 30, 1995 between Radisson Hotels International, Inc., Bays Hotel Corp. and EquiStar

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Schaumburg Company, L.L.C., with respect to the Radisson Hotel, Schaumburg, located at 1725 East Algonquin Road, Schaumburg, Illinois 60173.

9. License Agreement by and between Marriott International, Inc. and EquiStar Somerset Company, L.L.C., with respect to the Somerset Marriott Hotel, located at 110 Davison Avenue, Somerset, New Jersey 08873.
10. License Agreement, dated as of January 31, 1996, by and between ITT Sheraton Corporation and EquiStar Charlotte Company, L.L.C., with respect to the Charlotte Sheraton Airport Plaza, located at 3315 I-85 Billy Graham Parkway, Charlotte, North Carolina 28208.
11. Sheraton Reservations Agreement, dated June 30, 1995 by and between ITT Sheraton Reservations Corp. and EquiStar Charlotte Company, L.L.C., with respect to the Charlotte Sheraton Airport Plaza, located at 3315 I-85 Billy Graham Parkway, Charlotte, North Carolina 28208.
12. License Agreement, dated as of February 14, 1996, by and between Holiday Inns Franchising, Inc. and EquiStar Cleveland Company, L.L.C., with respect to The Holiday Inn, Cleveland - Airport South, located at 7230 Engle Road, Middleburg Heights, Ohio 44130.
13. Letter Agreement, dated as of February 14, 1996, by and between Holiday Inns Franchising, Inc. and EquiStar Cleveland Company, L.L.C., with respect to The Holiday Inn, Cleveland - Airport South, located at 7230 Engle Road, Cleveland - Middleburg Heights, Ohio 44130.
14. Equipment License and Training Agreement, dated as of February 14, 1996 by and between Holiday Inn, Inc. and EquiStar Cleveland Company, L.L.C., with respect to The Holiday Inn, Cleveland - Airport South, located at 7230 Engle Road, Cleveland - Middleburg Heights, Ohio 44130.
15. Letter Agreement, dated February 14, 1996, by and between Holiday Inns Franchising, Inc. and EquiStar Cleveland Company, L.L.C., with respect to The Holiday Inn, Cleveland - Airport South, located at 7230 Engle Road, Cleveland - Middleburg Heights, Ohio 44130.
16. License Agreement, dated August 1996 by and between Hilton Inns, Inc., and EquiStar Ballston Company, L.L.C., with respect to the Hilton Hotel, located at 950 N. Stafford Street, Arlington, Virginia 22203.
17. License Agreement, dated as of February 20, 1980, by and between Chrisbell Hospitality Company and Hilton Inns, Inc., with respect to the Bellevue Hilton, located at 100 - 112th Avenue, N.E., Bellevue Washington, 98004;

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assigned pursuant to Franchise Assignment and Assumption, dated as of August 3, 1995, by and between Chrisbell Hospitality Company and EquiStar Bellevue Company, L.L.C., with respect to Bellevue Hilton, located at 100 112th Avenue, N.E., Bellevue, Washington 98004.

18. License Agreement, dated as of October 1, 1979, by and between Hilton Inns, Inc. and Airport Inn Associates, with respect to the Hilton Hotel, located at Salt Lake City, Utah, 84116; assigned pursuant to Assignment and Assumption and Amendment to License Agreement, dated as of March 2, 1995, by and among Airport Hilton Venturers, Ltd. and EquiStar Salt Lake Company, L.L.C. and Hilton Inns, Inc. with respect to the Hilton Hotel, located at 5151 Wiley Post Way, Salt Lake City, Utah 84116.
19. License Agreement, dated as of October 1, 1981, by and between Mariner Interests No. 22, Ltd. and Hilton Inns, Inc., with respect to the Hilton Hotel, located at 2401 East Lamar Boulevard, Arlington Texas 76006; assigned pursuant to Franchise Assignment and Assumption dated September 27, 1985 by and between Mariner Interests No. 22, Ltd. and Hotel Associates of Arlington Limited Partnership; assigned pursuant to Assignment and Assumption of, and Amendment to, License Agreement, dated as of April 17, 1996, by and among Arlington Hotel Investors, Ltd. and EquiStar Arlington Partners L.P. and Hilton Inns, Inc., with respect to the Hilton Hotel, located at 2401 East Lamar Boulevard, Arlington, Texas 76006.

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## ANNEX B-2

### ATLANTA DOCUMENTS

1. Consolidated and Amended and Restated Note dated as of August 23, 1996 executed by Lepercq Atlanta Renaissance Partners, L.P. in the original principal amount of \$23,609,456;
2. Amended and Restated Loan Agreement dated as of August 23, 1996 between Lepercq Atlanta Renaissance Partners, L.P. and CapStar Management Company, L.P.;
3. Amended and Restated Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement dated as of August 23, 1996 by and between Lepercq Atlanta Renaissance Partners, L.P., as grantor, and CapStar Management Company, L.P., as grantee;
4. Amended and Restated Assignment of Leases and Rents by and between Lepercq Atlanta Renaissance Partners, L.P., as assignor, and CapStar Management Company, L.P., as assignee;
5. Amended and Restated Security Agreement dated as of August 23, 1996 by Lepercq Atlanta Renaissance Partners, L.P. for the benefit of CapStar Management Company, L.P.;
6. Environmental Indemnity Agreement dated as of August 23, 1996 by Lepercq Atlanta Renaissance Partners, L.P. for the benefit of CapStar Management Company, L.P.;
7. Amended and Restated Assignment of Contracts, Licenses, Permits, Agreements, Warranties and Approvals dated as of August 23, 1996 by Lepercq Atlanta Renaissance Partners, L.P. to CapStar Management Company, L.P.;
8. UCC-1 Uniform Commercial Code Financing Statement naming Lepercq Atlanta Renaissance Partners, L.P., as debtor, and Lehman Brothers Holdings Inc., as secured party, filed with Clerk of the Superior Court of Clayton County, Georgia as instrument number 31-1996-1535, as assigned by Lehman Brothers Holdings Inc. to CapStar Management Company, L.P. contemporaneously herewith;
9. UCC-2 Notice Filing for UCC Real Estate Related Collateral naming Lepercq Atlanta Renaissance Partners, L.P., as debtor, and Lehman

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Brothers Holdings Inc., as secured party, filed with Clerk of the Superior Court of Clayton County, Georgia in Book 2637, at page 127, as assigned by Lehman Brothers Holdings Inc. to CapStar Management Company, L.P. contemporaneously herewith; and

10. UCC-1 Uniform Commercial Code Financing Statement naming Lepercq Atlanta Renaissance Partners, L.P., as debtor, and Lehman Brothers Holdings Inc., as secured party, filed on March 28, 1996 in the District of Columbia Chattel Records as instrument number 9600005434, as assigned by Lehman Brothers Holdings Inc. to CapStar Management Company, L.P. contemporaneously herewith.

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ANNEX B-3

## Partnership Interests

<u>Name of Partner</u>	<u>Partnership</u>	<u>Type of Interest</u>	<u>% Interest</u>
EquiStar Atlanta GP Company, L.L.C.	Lepercq Atlanta Renaissance Partners, L.P.	G.P.	1.0%
EquiStar Atlanta LP Company, L.L.C.	Lepercq Atlanta Renaissance Partners, L.P.	L.P.	84.6%
CapStar Hotel Company	CapStar Management Company, L.P.	G.P.	98.425%
CapStar LP Corporation	CapStar Management Company, L.P.	L.P.	1.575%
EquiStar Acquisition Corporation	EquiStar Arlington Partners, L.P.	G.P.	1%
CapStar Management Company, L.P.	EquiStar Arlington Partners, L.P.	L.P.	99%
EquiStar Virginia Company, L.L.C.	Ballston Parking Associates	G.P.	35.02%

ANNEX-B-3-1

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ANNEX B-4

## Limited Liability Company Interests

<u>Name of Member</u>	<u>Limited Liability Company</u>	<u>Type of Interest</u>	<u>% Interest</u>
EquiStar Acquisition Corporation	EquiStar Schaumburg Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Colorado Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Bellevue Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Somerset Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Salt Lake Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Charlotte Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Cleveland Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Irvine Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Latham Company, L.L.C.	Non-Managing Member	1%

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EquiStar Acquisition Corporation	EquiStar Virginia Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Ballston Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Atlanta GP Company, L.L.C.	Non-Managing Member	1%
EquiStar Acquisition Corporation	EquiStar Atlanta LP Company, L.L.C.	Non-Managing Member	1%
CapStar Management Company, L.P.	EquiStar Schaumburg Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Colorado Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Bellevue Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Somerset Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Salt Lake Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Charlotte Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Cleveland Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Irvine Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Latham Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Virginia Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Ballston Company, L.L.C.	Managing Member	99%
CapStar Management Company, L.P.	EquiStar Atlanta GP Company, L.L.C.	Managing Member	99%

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CapStar Management  
Company, L.P.

EquiStar Atlanta LP  
Company, L.L.C.

Managing  
Member

99%

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ANNEX B-5

## Pool A Properties

<u>Hotel</u>	<u>Location</u>	<u>Owner/Nature of Interest</u>
Orange County Airport Hilton	18800 MacArthur Blvd. Irvine, CA 92715	EquiStar Irvine Company, L.L.C./Fee
Sheraton Hotel	2886 Circle Drive Colorado Springs, CO 80906	EquiStar Colorado Company, L.L.C./Fee
Georgetown Latham	3000 M Street Washington, DC 20007	EquiStar Latham Company, L.L.C./Fee
Westin Hotel, Atlanta Airport <sup>21</sup>	4736 Best Road Atlanta, GA 30337	Lepercq Atlanta Renaissance Partners, L.P./Fee
Radisson Hotel	1725 East Algonquin Road Schaumburg, IL 60173	EquiStar Schaumburg Company, L.L.C./Fee
Marriott Hotel	110 Davidson Avenue Somerset, NJ 08873	EquiStar Somerset Company, L.L.C./Fee
Sheraton Airport Plaza	I-85 Billy Graham Pkwy Charlotte, NC 28268	EquiStar Charlotte Company, L.L.C./Fee
Holiday Inn	7230 Engle Road Cleveland, OH 44130	EquiStar Cleveland Company, L.L.C./Fee
Hilton Hotel	2401 East Lamar Blvd. Arlington, TX 76006	EquiStar Arlington Partners, L.P./Fee
Salt Lake Airport Hotel	5151 Wiley Post Way Salt Lake City, UT 84116	EquiStar Salt Lake Company, L.L.C./Fee
Hilton Hotel	Ballston Metro Center Arlington, VA 22203	EquiStar Virginia Company, L.L.C./Fee
Hilton Hotel	100 112th Avenue NE Bellevue, WA 98004	EquiStar Bellevue Company, L.L.C./Fee

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ANNEX B-6

Pool B Properties

None.

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