

TOGETHER WITH, subject to the provisions of Section 2.01, all rents, issues, profits, royalties, income and other benefits derived from the Properties, the Improvements and the Personal Property (collectively the "rents"), subject to the right, power and authority hereinafter given to the Company to collect and apply the same.

TOGETHER WITH, subject to the provisions of Section 2.01, all estate, right, title and interest of the Company in and to all leases of the Properties or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of the Company thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of a similar nature.

TOGETHER WITH any and all proceeds of insurance in effect with respect to the Improvements, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Properties, the Improvements or the Personal Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

All of the foregoing property is sometimes herein referred to as the "Trust Estate".

With respect to the Properties located in the State of Georgia, this Indenture is intended to operate as a security deed, and not as a mortgage, and shall be governed in all respects by the laws of the State of Georgia relating to security deeds of real property.

TO HAVE AND TO HOLD the Trust Estate with all privileges and appurtenances thereto belonging, to the Trustee, its successors and assigns forever, upon the trust, terms and conditions, and for the uses hereinafter set forth.

AND, the Company hereby covenants and agrees as follows: