



Form PTO-1594 RI
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102097374

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHELSEA PIERS, LP

5-6-02

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: SFT WHOLE LOANS A, INC.

Internal

Address: 27th Floor

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 1, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katten Muchin Zavis Rosenman

Internal Address: _____

Suite 1600

Attention: Andrew D. Small

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Deborah Wing
Name of Person Signing

Deborah Wing
Signature

5/6/02
Date

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/20/2002 6TON11 00000184 2058238

01 FC:481 40.00 OP
02 FC:482 225.00 OP

SCHEDULE A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
SKY RINK	2,058,238	April 29, 1997
SKY RINK	2,058,239	April 29, 1997
PIER 61 SKY RINK CHELSEA PIERS and Design	2,058,240	April 29, 1997
PIER 61 SKY RINK CHELSEA PIERS and Design	2,058,241	April 29, 1997
CHELSEA PIERS	2,058,242	April 29, 1997
CHELSEA PIERS	2,204,236	November 17, 1998
CHELSEA PIERS	2,070,538	June 10, 1997
CHELSEA PIERS SPORTS & ENTERTAINMENT AND DESIGN	2,204,235	November 17, 1998
PIER 61 SKY RINK CHELSEA PIERS AND DESIGN	2,226,478	February 23, 1999
CHELSEA PIERS SPORTS & ENTERTAINMENT AND DESIGN	2,059,935	May 6, 1997

50034513

TRADEMARK SECURITY AGREEMENT

WHEREAS, CHELSEA PIERS, L.P., a New York limited partnership ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Loan Agreement dated as of June 23, 1997 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with STARWOOD OPPORTUNITY FUND IV, L.P., a Delaware limited partner ("Lender"), providing for extensions of credit and other financial accommodations to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of a Mortgage and Security Agreement dated as of June 23, 1997 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks, other intellectual property and general intangibles together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, and the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark application.
- (4) each service mark, service mark registration and service mark application, (together with any reissues, continuations or extensions thereof) and all of the goodwill

of the business connected with the use of, and symbolized by, each service mark, service mark registration and service mark application;

(5) each service mark license and all of the goodwill of the business connected with the use of, and symbolized by, each service mark license; and

(6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any service mark or service mark registration including, without limitation, any service marks licensed under any service mark license, or (b) injury to the goodwill associated with any service mark, service mark registration or service mark licensed under any service mark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 23 day of June, 1997.

CHELSEA PIERS, L.P.

By: **CHELSEA PIERS MANAGEMENT, INC.**,
a New York corporation, its sole general partner

By: *Tom Bernstein*
Name: Tom Bernstein
Title: President

Acknowledged:

STARWOOD OPPORTUNITY FUND IV, L.P.,
a Delaware limited partnership

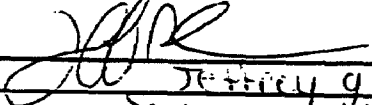
By: **SOFI-IV Management, L.L.C.**,
a Connecticut limited liability
company, its general partner

By: Starwood Capital Group, L.L.C.,
a Connecticut limited liability
company, its general manager

By:

Name:

Title:



Jeffrey G. Dishner

Senior V.P.

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 20 day of June, 1997 before me personally appeared Tom Bernstein, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Chelsea Piers Management, Inc., general partner of Chelsea Piers, L.P., who being by me duly sworn, did depose and say that he is President of Chelsea Piers Management, Inc., general partner of Chelsea Piers, L.P., the limited partnership described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited partnership by order of the Board of Directors of its general partner; and that he acknowledged said instrument to be the free act and deed of said partnership.

Pamela A. Denehan
Notary Public

PAMELA A. DENEHAN
Notary Public, State of New York
No. 524641845, Suffolk County
Term Expires December 31, 1997

{Seal}

My commission expires:

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date</u>
Sky Rink	2,058,238	4/29/97
Sky Rink	2,058,239	4/29/97
Design of Pier 61 Sky Rink Chelsea Piers	2,058,240	4/29/97
Pier 61 Sky Rink Chelsea Piers (& Design)	2,058,241	4/29/97
Chelsea Piers	2,058,242	4/29/97
Chelsea Piers Sports & Entertainment (& Design)	2,058,935	5/6/97

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date</u>
Chelsea Piers	74/714807	8/14/95
Design of Chelsea Piers Sports & Entertainment	74/714809	8/14/95
Sky Rink	75/074400	3/18/95
Design of Chelsea Piers Sports & Entertainment	75/074401	3/18/95
Design of Pier 61 Sky Rink Chelsea Piers	75/074402	3/18/95
Chelsea Piers	75/074403	3/18/95

This instrument was, with the advice of local counsel,
prepared by and after recording return to:

Katten Muchin Zavis Rosenman
525 West Monroe Street, Suite 1600
Chicago, IL 60661-3693
Andrew D. Small, Esq. -

(The Above Space for Recorder's Use Only)

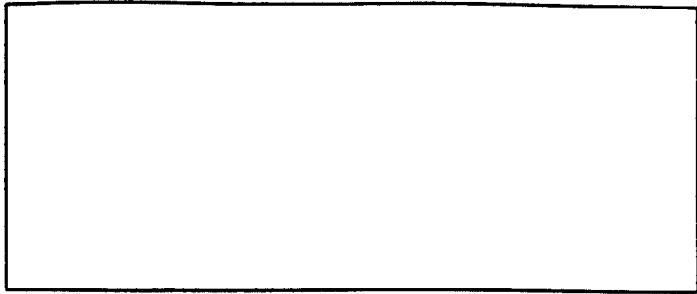
**ASSIGNMENT AND ASSUMPTION OF NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Assignment") is made as of the 1st day of May, 2002, by LA SALLE BANK NATIONAL ASSOCIATION, as Indenture Trustee for the benefit of the holders of iStar Asset Receivables Trust Collateralized Mortgage Bonds, having an address at 135 South LaSalle, Chicago, Illinois 60674 ("Assignor") to SFT WHOLE LOANS A, INC., a Delaware corporation, having an address at 1114 Avenue of the Americas, 27th Floor, New York, New York 10036 ("Assignee").

BACKGROUND FACTS

A. Assignor is the holder of two loans in the original stated principal amount of Forty Five Million Dollars (\$45,000,000) and Five Million Dollars (\$5,000,000) (collectively, as such loans has been amended, modified, extended, renewed, consolidated, spread or recast from time to time, the "Loan").

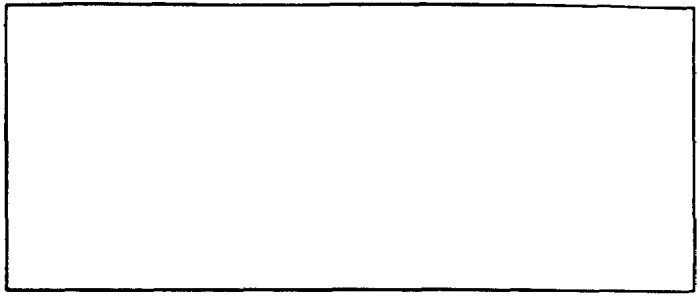
B. The Loan is evidenced, governed, insured and secured by various loan agreements, promissory notes, mortgages, deeds of trust, security agreements, assignments of leases, assignments of rents, assignments, stock pledges, guaranties, letters of credit, financing statements, opinion letters, instruments and other documents (as such loan agreements, promissory notes, mortgages, deeds of trust, security agreements, assignments of leases, assignments of rents, assignments, stock pledges, guaranties, letters of credit, financing statements, opinions, letters, instruments and other documents have been modified, amended, assigned, consolidated, spread, recast, endorsed, continued, renewed, extended, superseded, exchanged, supplemented or restated from time to time, the "Loan Documents"), including without limitation, the promissory notes described in **EXHIBIT A** attached hereto and made a part hereof (the "Note") and the mortgages more specifically described in **EXHIBIT A** (collectively, the "Mortgage") which Mortgage encumbers, among other things, certain real property more particularly described in **EXHIBIT B** attached hereto and made a part hereof and the documents listed on **EXHIBIT A**, other than the Note and the Mortgage.



C. Assignor is the legal and equitable owner and holder of those certain UCC-1 Financing Statements described on EXHIBIT C attached hereto and made a part hereof (together, the "Financing Statements").

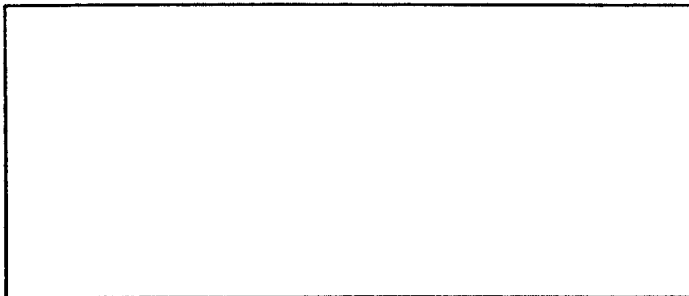
NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts. The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference.
2. Assignment. Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, without recourse, all of Assignor's right, title, interest, claim and demand in and to the Loan, the Note, the Mortgage and the other Loan Documents, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging.
3. Assumption. Assignee does hereby accept the foregoing assignment and assumes all of Assignor's obligations, right, title, interest, claim and demand in and to the Loan and the Loan Documents, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging.
4. Attorney-in-Fact. Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney-in-fact, with the full power to act in Assignor's name and to otherwise enforce all of the rights of Assignor under the Note, the Mortgage, the other Loan Documents and the Financing Statements. This power of attorney, being coupled with an interest, is irrevocable.
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns. Chelsea Piers L.P., its general partner and the shareholders of its general partner may rely upon the terms and conditions hereof.
6. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.



7. Further Assurances. Assignor and Assignee hereby agree that they will execute such further documents and perform such further acts as may be necessary to properly consummate the transactions contemplated hereunder.

[EXECUTION PAGE FOLLOWS]



ASSIGNOR:

Signed, sealed and delivered in the presence of:

LASALLE BANK NATIONAL ASSOCIATION, as Indenture Trustee for the benefit of the holders of iStar Asset Receivables Trust Collateralized Mortgage Bonds

By iStar Asset Services, Inc., a Delaware corporation, as primary servicer

By: [Signature]
Its: (President)

State of Connecticut

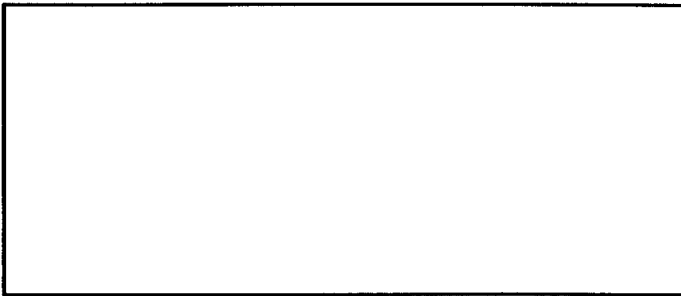
SS

County of Hartford

On the 25th day of April in the year 2002, before me, the undersigned, personally appeared Barbara Rubin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Minerva Villavicencio
Notary Public Minerva Villavicencio
My Commission Expires Mar. 31, 2005

[Notary Seal]



ASSIGNEE:

Signed, sealed and delivered in the presence of:

SFT WHOLE LOANS A, INC., a Delaware corporation

[Print or Type Name]

By: _____
Its: *ROBERT M. COZZI*
EXECUTIVE VICE PRESIDENT

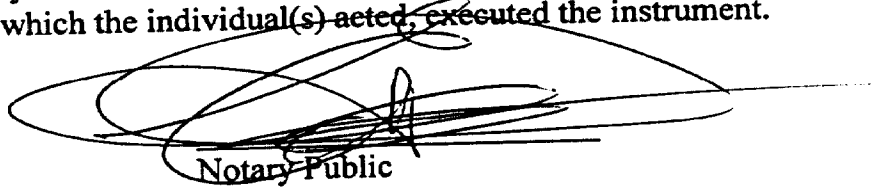
[Print or Type Name]

State of New York)

SS

County of New York

On the 30th day of APRIL in the year 2002, before me, the undersigned, personally appeared Robert M. Cozzi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

[Notary Seal]

EDWARD F. DULL
NOTARY PUBLIC, State of New York
No. 02DU6064374
Qualified in Nassau County
Commission Expires Sept. 24, 2005

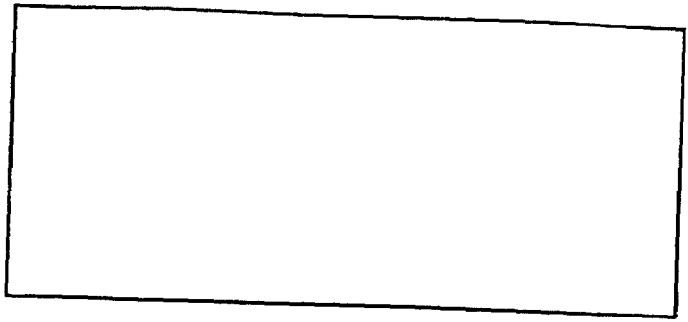
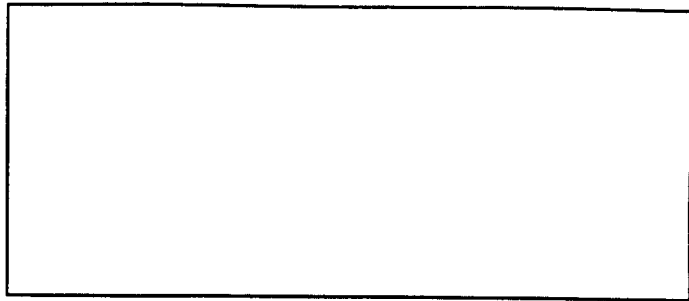


EXHIBIT A

LOAN DOCUMENTS

1. Amended and Restated Note (\$45,000,000) from Chelsea Piers, L.P. ("Borrower") to Starwood Opportunity Fund IV, L.P. ("SOFI-IV") predecessor in interest to Starwood Financial Trust ("Lender"), dated April 2, 1998.
2. Note (\$5,000,000) from Borrower to Lender, dated April 2, 1998.
3. Amended and Restated Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement between Lender and Borrower, dated June 23, 1997, and recorded in official records of New York County, New York at Reel 2491, Page 0569 as Serial No. 020902.
4. Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement between Lender and Borrower, dated April 2, 1998, and recorded in official records of New York County, New York at Reel 2625, Page 1862 as Serial No. 031757.
5. Loan Agreement by and between Borrower and Lender, dated April 2, 1998.
6. Environmental Indemnity Agreement from Borrower to Lender, dated June 23, 1997.
7. Security Agreement (General Partnership Interest) from Chelsea Piers Management, Inc. ("General Partner") to Lender, dated June 23, 1997.
8. Security Agreement (LLC Interest) from General Partner to Lender, dated April 2, 1998.
9. Omnibus Amendment, dated April 2, 1998.
10. Shareholder Agreement from General Partner, Roland W. Betts, Tom A. Bernstein and David A. Tewksbury to Lender, dated June 23, 1997.
11. Irrevocable Proxies Coupled with An Interest, dated June 23, 1997, from
 - a. Tom A. Bernstein



- b. Roland W. Betts
 - c. David A. Tewksbury
12. Stock Pledge Agreement from Roland W. Betts, Tom A. Bernstein and David A. Tewksbury to Lender, dated June 23, 1997.
 13. Stock Power Certificates from
 - a. Tom A. Bernstein
 - b. Roland W. Betts
 - c. David A. Tewksbury
 14. Appointment of SOFI-IV Chelsea, L.L.C. as Agent, from Lender to SOFI-IV Chelsea, L.L.C., dated June 23, 1997.
 15. Subordination and Standstill Agreement, between Lender and Pier Line L.P., a New York limited partnership, dated June 23, 1997.
 16. Guaranty from Roland W. Betts, Tom A. Bernstein and David A. Tewksbury to Lender, dated June 23, 1997.
 17. Subordination Agreement (of debt to Ground Lease Guarantors) from Silver Screen Management Services, Inc. and Silver Screen Management, Inc., in a favor of Lender, dated June 23, 1997.
 18. Trademark Security Agreement, from Borrower to Lender, dated June 23, 1997.
 19. Trademark Filing.
 20. Subordination and Standstill Agreement between Lender, Roland W. Betts and Tom A. Bernstein dated June 23, 1997.
 21. All other documents, agreements, instruments and certificates pertaining to the Loan.

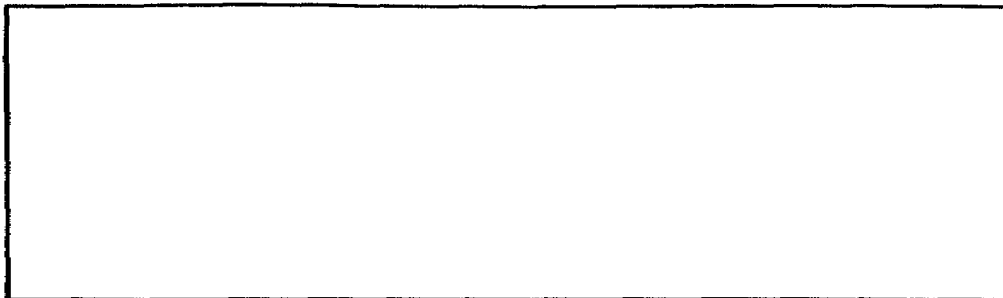


EXHIBIT B

LEGAL DESCRIPTION

[See Attached]

LEGAL DESCRIPTION

The leasehold estate is located on premises more particularly bounded and described as follows:

A certain tract or parcel of land including lands under water, situate, lying and being in the Borough of Manhattan, County, City and State of New York, being more particularly described as follows:

COMMENCING at a point, said point being a standard Manhattan Borough Monument located at the northeast corner of 10th Avenue and West 17th Street, as established by the Topographical Department of Manhattan Borough President's Office.

THENCE northwesterly, along the monument line of W. 17th Street as established by the Topographical Department of Manhattan Borough President's Office, 473.59 feet to a point;

THENCE northerly along the monument line of 11th Avenue as mapped, 67.91 feet to a point;

THENCE northwesterly and at right angles to said monument line of 11th Avenue, across 11th Avenue and "Marginal Street Wharf or Place" as mapped by the Topographical Department of Manhattan Borough President's Office, 115.76 feet to a point within the limits of Marginal Street, Wharf or Place, and to the

POINT OF BEGINNING, said point being on the division line, extended, between Pier 59 and Pier 58, and said point being the Southeast corner of the lease limits herein described.

THENCE running in company with said division line, South 68 degrees, 51 minutes, 56 seconds West, 926.38 feet to a point, said point being on the U.S. Pierhead Lines as established by the U.S. Army Corps of Engineers.

THENCE northerly along the U.S. Pierhead Line, North 21 degrees 06 minutes 17 seconds West, 1,438.33 feet to a point, said point being 45.00 feet north of the division line between Pier 62 and Pier 63.

THENCE through lands under water and running parallel with said Division Line between Pier 62 and Pier 63, North 68 degrees 53 minutes 43 seconds East, 293.07 feet to a point;

THENCE South 21 degrees 06 minutes 20 seconds East, 45.00 feet to a point, said point being on the division line between Pier 62 and Pier 63.

THENCE along said division line, North 68 degrees 53 minutes 43 seconds east, 124.88 feet to a point;

THENCE across the mapped lines of Twelfth Avenue and Marginal Street, Wharf or Place and West 22nd Street, as mapped by the Topographical Department of Manhattan Borough President's Office, the following courses and distances:

1. North 68 degrees 41 minutes 55 seconds East, 301.31 feet to a point;
2. South 87 degrees, 58 minutes 40 seconds East, 174.29 feet to a point;
3. Along a curve to the right with as radius of 286.00 feet, an arc of 61.86 feet, having a chord length of 61.74 feet and a bearing of South 44 degrees 02 minutes 48 seconds East, to a point, said point marked by a metal pin;

(continued)

4. Along a curve to the right with a radius of 502.42 feet, an arc or 146.59 feet, having a chord length of 146.07 feet and a bearing of South 29 degrees 29 minutes 33 seconds East, to a point, said point marked by a steel pin

THENCE southerly and parallel with the westerly line of Marginal Street, Wharf or Place, South 21 degrees 08 minutes 04 seconds East, 1,124.22 feet to the point of BEGINNING.

TOGETHER WITH an Easement for Access, more particularly described as follows:

COMMENCING at a point, said point being a standard Manhattan Borough monument located at the northeast corner of 10th Avenue and West 17th Street, as established by the Topographical Department of Manhattan Borough President's Office.

THENCE northwesterly along the monument line of West 17th Street as established by the Topographical Department of Manhattan Borough President's Office, 473.59 feet to a point;

THENCE northerly along the monument line of 11th Avenue, as mapped, 67.91 feet to a point;

THENCE northwesterly and at right angles to said Monument line of 11th Avenue, across 11th Avenue and "Marginal Street Wharf or Place" as mapped by the Topographical Department of Manhattan Borough President's Office, 115.76 feet to a point within the limits of Marginal Street Wharf or Place;

THENCE northerly and parallel with the westerly line of Marginal Street, Wharf or Place, 1,124.24 feet to a point, said point marked by a steel pin;

THENCE along a curve to the left with a radius of 502.42 feet, an arc length of 146.59 feet, having a chord length of 146.07 feet and a bearing of North 29 degrees 29 minutes 33 seconds West, to a point, said point marked by a steel pin;

THENCE along a curve to the left with a radius of 286.00 feet, an arc of 61.86 feet, having a chord length of 61.74 feet and a bearing of North 44 degrees 02 minutes 48 seconds West to a point, said point being marked by a metal pin, and said point being the point of BEGINNING, and said point being the southeast corner of the easement limits herein described.

THENCE RUNNING North 87 degrees 58 minutes 40 seconds West, 174.29 feet to a pint;

THENCE RUNNING the following courses and distances:

1. South 68 degrees 41 minutes 55 seconds West, 199.80 feet to a point, said point being on the division line between Pier 62 and Pier 63.
2. North 12 degrees 54 minutes 14 seconds West, 243.26 feet to a point;

(continued)

THENCE across and at right angles to the mapped lines of Marginal Street Wharf or Place and Twelfth Avenue, as mapped by the Topographical Department of Manhattan Borough President's Office, North 77 degrees 05 minutes 46 seconds East, 72.22 feet to a point;

THENCE along a curve to the left with a radius of 15.00 feet and having a chord length of 24.27 feet;

THENCE along a curve to the left with a radius of 380.00 feet, having a chord length of 96.93 feet and bearing of South 52 degrees 50 minutes and 13 seconds West, to a point;

THENCE RUNNING in company with a concrete curb and a concrete barrier, the following courses and distances:

1. Along a curve to the left with a radius of 21.20 feet, an arc length of 66.60 feet and having a chord length of 42.20 feet;
2. South 60 degrees 13 minutes 35 seconds East, 138.70 feet to a point;
3. Along a curve to the left with a radius of 150.00 feet, having a chord length of 59.65 feet to a point;
4. South 88 degrees 00 minutes 00 seconds East, 70.00 feet to a point;
5. Along a curve to the right with a radius of 286.00 feet, having a chord length of 40.52 feet the point of BEGINNING.

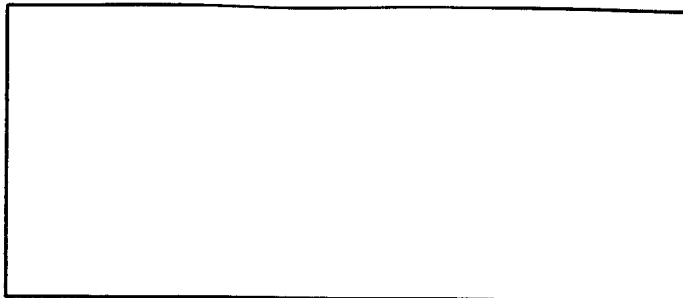
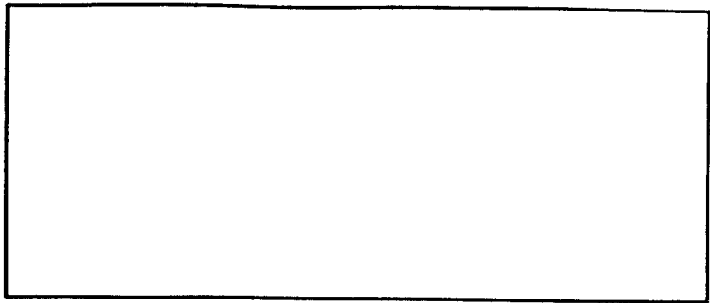


EXHIBIT C

UCC FINANCING STATEMENTS

1. UCC-1 Financing Statement naming Chelsea Piers Management, Inc., as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132277.
2. UCC-1 Financing Statement naming Chelsea Piers Management, Inc., as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on July 10, 1997, as Document Number 97PN30318.
3. UCC-1 Financing Statement naming Chelsea Piers, L.P., as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132252.
4. UCC-1 Financing Statement naming Chelsea Piers, L.P., as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132259.
5. UCC-1 Financing Statement naming David A. Tewksbury as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132219.
6. UCC-1 Financing Statement naming David A. Tewksbury as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on July 10, 1997, as Document Number 97PN30319.
7. UCC-1 Financing Statement naming Roland W. Betts as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132213.
8. UCC-1 Financing Statement naming Roland W. Betts as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on July 10, 1997, as Document Number 97PN30320.



9. UCC-1 Financing Statement naming Tom A. Bernstein as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York Secretary of State on June 26, 1997, as Document Number 132224.
10. UCC-1 Financing Statement naming Tom A. Bernstein as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on July 10, 1997, as Document Number 97PN30317.
11. UCC-1 Financing Statement naming Chelsea Piers, J.P. as Debtor and Starwood Financial Trust, as Secured Party filed with the New York Secretary of State on April 16, 1998, as Document Number 081319.
12. UCC-1 Financing Statement naming Chelsea Piers, L.P. as Debtor and Starwood Financial Trust, as Secured Party filed with the New York County Register on April 30, 1998, as Document Number 98PN21509.
13. UCC-1 Financing Statement naming Chelsea Piers, L.P. as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on September 19, 1997, as Document Number 97PN42501.
14. UCC-1 Financing Statement naming Chelsea Piers, L.P. as Debtor and Starwood Opportunity Fund IV, L.P., as Secured Party filed with the New York County Register on September 19, 1997, as Document Number 97PN42502.