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11/17/94 53 001 Page 1 of 14  
2002-12-31 14:36:40  
Cook County Recorder 50.50




**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Francis Fedoroff (215) 994-2301

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dechert  
4000 Bell Atlantic Tower  
1717 Arch Street  
Philadelphia, PA 19103  
Attention: Michael H. Rudolph, Esq.



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>TST 55 EAST MONROE PROPERTY, L.P.</b>				
OR		1b. INDIVIDUAL'S LAST NAME		
1c. MAILING ADDRESS <b>520 MADISON AVENUE, SIXTH FLR.</b>		CITY <b>NEW YORK</b>	STATE <b>NY</b>	POSTAL CODE <b>10022</b>
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Ltd. Partnership</b>	1f. JURISDICTION OF ORGANIZATION <b>DELAWARE</b>
			1g. ORGANIZATIONAL ID #, if any <b>3593373</b>	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR		2b. INDIVIDUAL'S LAST NAME		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation</b>				
OR		3b. INDIVIDUAL'S LAST NAME		
3c. MAILING ADDRESS <b>280 TRUMBULL STREET</b>		CITY <b>HARTFORD</b>	STATE <b>CT</b>	POSTAL CODE <b>05103</b>
				COUNTRY <b>U.S.A.</b>

4. This FINANCING STATEMENT covers the following collateral:

**DEBTOR HEREBY GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ANY PROPERTY AS TO WHICH A SECURITY INTEREST CAN BE CREATED OR PERFECTED, NOW EXISTING OR HEREAFTER COMING INTO EXISTENCE, AND ALL SUBSTITUTIONS REPLACEMENTS, RENEWALS AND ADDITIONS TO AND ALL PRODUCTS AND PROCEEDS OF THE FOREGOING, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**Cook County Real Estate Records**

Lawyers Title Insurance Corporation

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## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Francis Fedoroff (215) 994-2301</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Dechert 4000 Bell Atlantic Tower 1717 Arch Street Philadelphia, PA 19103 Attention: Michael H. Rudolph, Esq.</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>TST 55 EAST MONROE PROPERTY, L.P.</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>520 MADISON AVENUE, SIXTH FLR.</b>			CITY <b>NEW YORK</b>	STATE <b>NY</b>	POSTAL CODE <b>10022</b>	COUNTRY <b>U.S.A.</b>
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Ltd. Partnership</b>	1f. JURISDICTION OF ORGANIZATION <b>DELAWARE</b>	1g. ORGANIZATIONAL ID #, if any <b>3593373</b>	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>280 TRUMBULL STREET</b>			CITY <b>HARTFORD</b>	STATE <b>CT</b>	POSTAL CODE <b>06103</b>	COUNTRY <b>U.S.A.</b>

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5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

Cook County Real Estate Records

Lawyers Title Insurance Corporation

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>TST 55 EAST MONROE PROPERTY, L.P.</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

55 East Monroe Street, Chicago, Cook County, Illinois as more particularly described on Exhibits B, C and D attached hereto and made a part hereof.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Exhibit B land is owned by Debtor;  
Exhibit C by Cole Taylor Bank, as successor Trustee under Trust Agreement dated 10/2/1950 and known as Trust No. 9484;  
Exhibit D by The Baptist Theological Union

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction --- effective 30 years  
 Filed in connection with a Public-Finance Transaction --- effective 30 years

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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9a. ORGANIZATION'S NAME TST 55 EAST MONROE PROPERTY, L.P.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

55 East Monroe Street, Chicago, Cook County, Illinois as more particularly described on Exhibits B, C and D attached hereto and made a part hereof.

16. Additional collateral description:

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15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Exhibit B land is owned by Debtor;  
Exhibit C by Cole Taylor Bank, as successor Trustee under Trust Agreement dated 10/2/1950 and known as Trust No. 9484;  
Exhibit D by The Baptist Theological Union

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

Survivors Title Insurance Corporation

Property of Cook County Clerk's Office

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## EXHIBIT A TO UCC-1 FINANCING STATEMENT

**TST 55 EAST MONROE PROPERTY, L.P., DEBTOR**  
**CONNECTICUT GENERAL LIFE INSURANCE COMPANY, SECURED PARTY**

All of Debtor's right, title and interest now owned or hereafter acquired in the following described land, ground leases, real estate, buildings, improvements, equipment, fixtures, furniture, and other personal property (which together with the Security Interest Property (as hereinafter defined) and any additional such property and interests hereafter acquired by Debtor and subjected to the lien of the Mortgage, or intended to be so, as the same may be from time to time constituted, is hereafter referred to as the "Mortgaged Property") to-wit:

(a) All of the land (in fee simple absolute) located in Cook County, City of Chicago, Illinois described in Exhibit B attached hereto, as more particularly described in such Exhibit B;

(b) All right, title and interest of the Debtor, and of the "Tenant," under the Harris Trust Ground Lease, and the entire leasehold estate in the land described in Exhibit C attached hereto, as more particularly described in such Exhibit C, created and existing under the Harris Trust Ground Lease, together with all amendments, modifications, extensions, supplements and/or renewals of the Harris Trust Ground Lease and all credits, deposits (including all security deposits or other property of Debtor held by the ground lessor pursuant to the terms of, or otherwise in connection with, the Harris Trust Ground Lease), extension, purchase, renewal or other options, privileges and other right, title and interest of Debtor as "Tenant" under the Harris Trust Ground Lease (and if Debtor (and/or any affiliate of Debtor) ever acquires fee simple title to all or any part of the land demised under the Harris Trust Ground Lease such fee simple title shall immediately and automatically become part of the Mortgaged Property hereunder);

(c) All right, title and interest of the Debtor, and of the "Lessee," under the Baptist Theological Union Ground Lease, and the entire leasehold estate in the land described in Exhibit D attached hereto (the land described on Exhibit B, Exhibit C and Exhibit D, collectively, the "Land"), as more particularly described in such Exhibit D, created and existing under the Baptist Theological Union Ground Lease, together with all amendments, modifications, extensions, supplements and/or renewals of the Baptist Theological Union Ground Lease and all credits, deposits (including all security deposits or other property of Debtor held by the ground lessor pursuant to the terms of, or otherwise in connection with, the Baptist Theological Union Ground Lease), extension, purchase, renewal or other options, privileges and other right, title and interest of Debtor as "Lessee" under the Baptist Theological Union Ground Lease, including, but not limited to, all right, title and interest in and to the extension options under Article I, Section 2 of the Baptist Theological Union Ground Lease and the purchase option under Article XXVII of the Baptist Theological Union Ground Lease (and if Debtor (and/or any affiliate of Debtor) ever acquires fee simple title to all or any part of the land demised under the Baptist Theological

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Union Ground Lease (pursuant to such option in Article XXVII or otherwise) such fee simple title shall immediately and automatically become part of the Mortgaged Property hereunder);

(d) All Improvements and Equipment (the Land, Improvements, Equipment and all other Collateral, collectively, the "Facility");

(e) All Appurtenant Rights;

(f) All Rents;

(g) All Collateral; and

(h) All products and Proceeds of any of the foregoing.

And, as additional security, Debtor hereby grants to Secured Party a continuing security interest in the foregoing property and in the Collateral, and in any property as to which a security interest can be created or perfected, now existing or hereafter coming into existence, and all substitutions replacements, renewals and additions to and all products and Proceeds of the foregoing (collectively, the "Security Interest Property").

## DEFINED TERMS

"Account Collateral" has the meaning provided in the Loan Agreement.

"Accounts" means all of Debtor's "accounts," as such term is defined in the UCC, and, to the extent not included in such definition, all rights to payment for goods sold or leased or for services rendered arising from the ownership or operation of the Facility and not evidenced by an Instrument, including, without limitation, all accounts and accounts receivable arising from the ownership or operation of the Facility, now existing or hereafter coming into existence, and all

"Appurtenant Rights" means all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, air rights, development rights and powers, and, to the extent now or hereafter owned by Debtor, all minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used in connection with, or located on, under or above the Land or any part or parcel thereof, and all ground leases, subleases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof.

"Baptist Theological Union Ground Lease" means that certain Lease, dated May 18, 1966, by and between The Baptist Theological Union, an Illinois corporation, as Lessor, and Chicago Title & Trust Company, trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Lessee, as amended by (1) an Amendment To Lease, dated July 15,

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1968, by and between The Baptist Theological Union, an Illinois corporation, as Lessor, and Chicago Title & Trust Company, trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Lessee, (2) a Second Amendment To Lease, dated February 6, 1973, by and between The Baptist Theological Union, an Illinois corporation, as Lessor, and Mid-Continental Realty Corporation, by assignment from Chicago Title & Trust Company, trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Lessee, (3) an Amendment To Lease, dated November 29, 1977, by and between The Baptist Theological Union, an Illinois corporation, as Lessor, and Mid-Continental Plaza Venture, an Illinois general partnership, and Ruth E. Jensen and Fredrick G. Gould, collectively, as Tenant, and (4) a Fourth Amendment To Lease, dated as of March 20, 2002, by and between The Baptist Theological Union, an Illinois corporation, as Lessor, and TST 55 East Monroe, L.L.C., a Delaware limited liability company, as Lessee.

"Closing Date" means the date of the Loan Agreement and the Mortgage.

"Collateral" means, collectively, the Mortgaged Property, Accounts, Account Collateral, Appurtenant Rights, Equipment, General Intangibles, goods, Improvements, Instruments, Inventory, Leases, Land, Money, Permitted Investments, Permits (to the full extent assignable), Rents and all Proceeds and products of any of the foregoing, all whether now owned or hereafter acquired, and all other property which is or hereafter may become subject to a Lien in favor of Secured Party.

"Condemnation Proceeds" means any and all awards, compensation reimbursement and proceeds paid or to be paid in connection with a Taking.

"Equipment" means all of Debtor's right, title and interest in and to all of its "equipment," as such term is defined in the UCC, and, to the extent not included in such definition, all fixtures, appliances, machinery, furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired by Debtor, including without limitation, all beds, linens, radios, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and building equipment, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, clearing, fire prevention, fire extinguishing, refrigeration, washing machines, dryers, stoves, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts, and compressors, materials and supplies, and all other machinery, apparatus, equipment, fixtures and fittings now owned or hereafter acquired by Debtor wherever located, any portion thereof or any appurtenances thereto, together with all additions, replacements, parts, fittings, accessions, attachments, accessories, modifications and alterations of any of the foregoing.

"General Intangibles" means all of Debtor's "general intangibles," as such term is defined in the UCC, and, to the extent not included in such definition, all intangible personal property of Debtor (other than Accounts, Rents, Instruments, Inventory, Money and Permits), including, without limitation, choses in action, settlements, judgments, contract rights, rights to

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performance (including, without limitation, rights under warranties) refunds of real estate taxes and assessments and other rights to payment of Money, copyrights, trademarks, trade names, service marks, trade secrets, and patents, the goodwill associated with any of the foregoing, and all applications for any of the foregoing, in each case whether now existing or hereafter in existence.

"Governmental Authority" means any national, federal, state, regional or local government, or any other political subdivision of any of the foregoing exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Harris Trust Ground Lease" means that certain Lease, dated May 1, 1969, by and between Cole Taylor Bank, not individually but as successor Trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as successor in interest to Harris Trust & Savings Bank, as successor trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and Mortgagor, as successor in interest to Chicago Title And Trust Company, Trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Tenant, as amended by: (1) an Addendum To Lease, dated May 1, 1969, by and between Harris Trust & Savings Bank, as successor trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and Chicago Title And Trust Company, Trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Tenant; (2) Addendum No. 2 to Lease, dated as of June 6, 1969, by and between Harris Trust & Savings Bank, as successor trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and Mid-Continental Realty Corporation, a Delaware corporation, as successor in interest to Chicago Title And Trust Company, Trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Tenant; (3) Addendum No. 3 to Lease, dated as of November 1, 1971, by and between Harris Trust & Savings Bank, as successor trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and Mid-Continental Realty Corporation, a Delaware corporation, as successor in interest to Chicago Title And Trust Company, Trustee under Trust Agreement dated May 4, 1966 known as Land Trust No. 49367, as Tenant; (4) an Amendment To Lease, dated May 11, 1994, by and between Cole Taylor Bank, not individually but as successor Trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as successor in interest to Harris Trust & Savings Bank, as successor trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and LaSalle National Bank, N.A., as successor Trustee to LaSalle National Bank, as Trustee under Trust Nos. 105596, 105597, 105598 and 105599, Michelle Millas, David M. Arnborg, John A. Washburn, Thomas J. McCarthy, Gerald A. Weber, Stephen P. Sandler and Jupiter M & W Corp. collectively, as Tenant; (5) an Amendment To Lease, dated as of June 12, 1995, by and between Cole Taylor Bank, not individually but as successor Trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and 55 East Monroe Building L.L.C., a Delaware limited liability corporation, as Tenant; and (6) an Amendment To Lease, dated as of July 1, 2002, by and between Cole Taylor Bank, not individually but as successor Trustee under Trust Agreement dated October 2, 1950 known as Land Trust No. 9484, as Landlord, and TST 55 East Monroe, L.L.C., a Delaware limited liability corporation, as Tenant.

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"Improvements" means a 100% fee simple absolute ownership interest in, and all existing right, title and interest in and to, all buildings, structures and improvements of every nature whatsoever situated on the Land on the Closing Date or at any time thereafter, including, without limitation, to the extent of Debtor's right, title or interest therein or thereto, all gas and electric fixtures, radiators, heaters, washing machines, dryers, refrigerators, ovens, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements.

"Instruments" means all of Debtor's "instruments," as such term is defined in the UCC, and, to the extent not included in such definition, all instruments, chattel paper, documents or other writings obtained by Debtor from or in connection with the ownership or operation of the Facility evidencing a right to the payment of Money, including, without limitation, all notes, drafts, acceptances, documents of title, and policies and certificates of insurance, including but not limited to, liability, hazard, rental and credit insurance, guarantees and securities, now or hereafter received by Debtor or in which Debtor has or acquires an interest pertaining to the foregoing.

"Insurance Proceeds" means any and all Proceeds of any policy of insurance required by this Mortgage to be obtained and/or maintained by Debtor.

"Inventory" means all of Debtor's "inventory," as such term is defined in the UCC, and, to the extent not included in such definition, all goods now owned or hereafter acquired by Debtor intended for sale or lease, or to be furnished under contracts of service by such Debtor in connection with the Facility, including, without limitation, all inventories held by Debtor for sale or use at or from the Facility, and all other such goods, wares, merchandise, and materials and supplies of every nature owned by Debtor and all such other goods returned to or repossessed by Debtor.

"Lien" means any mortgage, deed of trust, deed to secure debt, lien (statutory or other), pledge, easement, restrictive covenant, hypothecation, collateral assignment, preference, priority, security interest, or any other encumbrance or charge on or affecting the Facility or any portion thereof or any Collateral, or any interest in any of the foregoing, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement or similar instrument under the UCC or comparable law of any other jurisdiction, domestic or foreign, and mechanic's, materialmen's and other similar liens and encumbrances.

"Leases" means all leases (including ground leases) and other agreements or arrangements affecting the use or occupancy of all or any portion of the Facility now in effect or hereafter entered into (including, without limitation, all lettings, subleases, sub-subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Facility), together with any guarantees, supplements, amendments,

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modifications, extensions and renewals of the same, and all additional remainders, reversions, and other rights and estates appurtenant thereto.

“Loan Agreement” means that certain Loan Agreement by and between Debtor, as Borrower, and Secured Party, as Lender.

“Money” means all moneys, cash, rights to deposit or savings accounts, credit card receipts, rents or other items of legal tender obtained from or for use in connection with the ownership or operation of the Facility.

“Mortgage” means that certain Leasehold and Fee Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by and between Debtor, as Mortgagor, and Secured Party, as Mortgagee, which relates to the Land and is intended to be forthwith recorded in the land records of Cook County, Illinois.

“Permits” means all licenses, registrations, permits, allocations, filings, authorizations, approvals and certificates used in connection with the ownership, operation, construction, renovation, use or occupancy of the Facility, including, without limitation, building permits, business licenses, state health department licenses, food service licenses, liquor licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private Person concerning the ownership, construction, operation, renovation, use or occupancy of the Facility.

“Permitted Investments” has the meaning provided in the Loan Agreement.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, or any other recognized legal entity, any federal, state, county or municipal government or any bureau, department or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Proceeds” means all of Debtor’s “proceeds” as such term is defined in the UCC and, to the extent not included in such definition, all proceeds, whether cash or non-cash, movable or immovable, tangible or intangible (including Insurance Proceeds, Condemnation Proceeds, and proceeds of proceeds), from the Security Interest Property, including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Security Interest Property and all income, gain, credit, distributions and similar items from or with respect to the Security Interest Property.

“Rents” means, with respect to the Facility, all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise and including, but not limited to, ground rents), receipts, issues, income, royalties (including oil and gas or other mineral royalties and bonuses), accounts, cash, issues, profits, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Debtor in any court proceeding involving any tenant, lessee, licensee or

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concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under the Leases, including, without limitation, (i) rights to payment earned under the Leases for space in the Improvements for the operation of ongoing businesses, such as restaurants, news stands, barber shops, beauty shops and pharmacies, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Facility, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from meeting rooms, food and beverage facilities, vending machines, telephone and television systems, and the provision or sale of other goods and services, as well as all accounts, accounts receivable and all other payments.

“Taking” means a temporary or permanent taking or voluntary conveyance of all or part of the Facility, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of, any condemnation or other eminent domain proceeding by any Governmental Authority affecting the Facility or any portion thereof whether or not the same shall have actually been commenced.

“UCC” means the Uniform Commercial Code in effect in the jurisdiction in which the relevant Collateral is located and/or where the Debtor is located and/or where the Debtor is organized, as applicable.

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## EXHIBIT B TO UCC-1 FINANCING STATEMENT

TST 55 EAST MONROE PROPERTY, L.P., DEBTOR  
CONNECTICUT GENERAL LIFE INSURANCE COMPANY, SECURED PARTY

### DESCRIPTION OF FEE LAND

#### PARCEL 1A

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1B

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE COMMON ADDRESS OF SAID LAND IS 55 EAST MONROE, CHICAGO, ILLINOIS, AND THE PROPERTY TAX INDEX NUMBERS OF THE MORTGAGED PROPERTY ARE 17-15-103-001 (PARCEL 1A) and 17-15-103-002 (PARCEL 1B)

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## EXHIBIT C TO UCC-1 FINANCING STATEMENT

**TST 55 EAST MONROE PROPERTY, L.P., DEBTOR**  
**CONNECTICUT GENERAL LIFE INSURANCE COMPANY, SECURED PARTY**

### DESCRIPTION OF LAND IN WHICH MORTGAGOR OWNS A LEASEHOLD PURSUANT TO HARRIS TRUST GROUND LEASE

THE NORTH HALF OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF (EXCEPT THE EAST NINE (9) FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE COMMON ADDRESS OF SAID LAND IS 55 EAST MONROE, CHICAGO, ILLINOIS, AND THE PROPERTY TAX INDEX NUMBER OF THE MORTGAGED PROPERTY IS 17-15-103-003.

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**EXHIBIT D TO UCC-1 FINANCING STATEMENT**

**TST 55 EAST MONROE PROPERTY, L.P., DEBTOR**

**CONNECTICUT GENERAL LIFE INSURANCE COMPANY, SECURED PARTY**

**DESCRIPTION OF LAND IN WHICH MORTGAGOR OWNS A LEASEHOLD PURSUANT  
TO BAPTIST THEOLOGICAL UNION GROUND LEASE**

**THE SOUTH ONE-HALF OF LOT 7 AND SUB-LOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S  
DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15; ADDITION TO  
CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**THE COMMON ADDRESS OF SAID LAND IS 55 EAST MONROE, CHICAGO, ILLINOIS,  
AND THE PROPERTY TAX INDEX NUMBERS OF THE MORTGAGED PROPERTY ARE  
17-15-103-009-8001 and 17-15-103-009-8002**

**21-463444**