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Eugene \*Gene\* Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 08/12/2003 08:36 AM Pg: 1 of 6

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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  
NORTH AVENUE COLLECTION, L.L.C.

OR  
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
245 PARK AVENUE, 26TH FLOOR  
NEW YORK  
NY 10176  
USA

1d. SEE INSTRUCTIONS  
ADD'L INFO RE ORGANIZATION DEBTOR  
1e. TYPE OF ORGANIZATION  
limited liability co  
1f. JURISDICTION OF ORGANIZATION  
DELAWARE  
1g. ORGANIZATIONAL ID #, if any  
3267947  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

2d. SEE INSTRUCTIONS  
ADD'L INFO RE ORGANIZATION DEBTOR  
2e. TYPE OF ORGANIZATION  
2f. JURISDICTION OF ORGANIZATION  
2g. ORGANIZATIONAL ID #, if any  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  
KEYBANK NATIONAL ASSOCIATION

OR  
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
127 PUBLIC SQUARE  
CLEVELAND  
OH 44114  
USA

4. This FINANCING STATEMENT covers the following collateral:

ALL ESTATE, RIGHT, TITLE AND INTEREST WHICH DEBTOR NOW HAS OR MAY LATER ACQUIRE IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED ON EXHIBITS A AND B, ATTACHED HERETO AND BY THIS REFERENCE 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 FEE)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE WITH COOK COUNTY, ILLINOIS

**UNOFFICIAL COPY****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		
NORTH AVENUE COLLECTION, L.L.C.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR CONTACT 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. SEE INSTRUCTIONS	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:

**SEE EXHIBIT B ATTACHED**

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):

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 Estate18. 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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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## EXHIBIT A TO UCC FINANCING STATEMENT

BETWEEN

NORTH AVENUE COLLECTION, L.L.C., DEBTOR

AND

KEYBANK NATIONAL ASSOCIATION, SECURED PARTY

This Financing Statement covers all estate, right, title and interest which Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "**Property**"):

1. The real property located in the County of Cook, State of Illinois, as described in **Exhibit B**, together with all existing and future easements and rights affording access to it (the "**Premises**");
2. All buildings, structures and improvements now located or later to be constructed on the Premises (the "**Improvements**");
3. All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements;
4. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (the "**Leases**") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;
5. All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in **Exhibit B** or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements;
6. All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and

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plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Financing Statement and any manufacturer's warranties with respect thereto;

7. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

8. All of Debtor's interest in and to all operating accounts, the loan funds, whether disbursed or not, all reserves set forth in the budget, that certain cash collateral account described in Section 4.4(b) of the Loan Agreement by and between Debtor and Secured Party (the "**Loan Agreement**") and any other bank accounts of Debtor;

9. All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights (including Debtor's right, title and interest in and to that certain management agreement and parking management agreement with respect to the Premises and Improvements), development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally and any builder's or manufacturer's warranties with respect thereto;

10. All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

11. All of Debtor's rights in and to any interest rate hedging program through the purchase by Debtor from Secured Party of an interest rate swap, cap or such other interest rate protection product with respect to the Promissory Note from Debtor to Secured Party (the "**Interest Rate Agreements**");

12. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory (the "**Books and Records**"); and

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## EXHIBIT B TO UCC FINANCING STATEMENT

BETWEEN

NORTH AVENUE COLLECTION, L.L.C., DEBTOR

AND

KEYBANK NATIONAL ASSOCIATION, SECURED PARTY

### Legal Description

PARCEL 1:

LOTS 15, 16, 17, 18 AND 19 IN J.A. YALE'S RESUBDIVISION OF BLOCK 39, ELSTON ADDITION TO CHICAGO IN THE NORTHEAST 1/4 NORTH AND EAST OF CANAL OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 8, 9, 10, 11, 12, 13 AND 14 IN J.A. YALE'S RESUBDIVISION OF BLOCK 39, ELSTON ADDITION TO CHICAGO IN THE NORTHEAST 1/4 NORTH AND EAST OF CANAL OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6 AND 7 IN J.A. YALE'S RESUBDIVISION OF BLOCK 39, ELSTON ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 NORTH AND EAST OF CANAL OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.