# UNOFFICIAL COPY

C/O Falor Companies, Inc. 8609 W. Bryn Mawr Ave. Chicago IL 60631 USA  1d. SEE INSTRUCTIONS   ADD'L INFO RE ORGANIZATION   11. JURISDICTION OF ORGANIZATION   19. ORGANIZATIONAL ID #, if any Delaware   3898832   1. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME · insert only of a del tor lame (2a or 2b) · do not abbreviate or combine names  OR 2b. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX    2c. MAILING ADDRESS   CITY	A NAME & PHONE OF CONTACT AT FILER (optional)  B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Fried, Frank, Harris, Shriver & Jacobson LLP One New York Plaza  One New York Plaza  New York, New York 10004  Attention: Noah T. Bilenker, Esq.  ### ADVINOR'S EXACT FULL LEGAL NAME intentionly gag debit name (16 or 16) - donolabbroviate or combine names  1. DEBTOR'S EXACT FULL LEGAL NAME  CHICAGO H&S HOTEL PROPERTY, LLC  12. INDIVIDUAL'S LAST NAME  C/O Falor Companies, Inc. 8609 W. Bryn Mawn A. v. Chicago  ADVINOR SERIESTRUCTIONS  ADVINOR SERIESTRUCTION SERIESTRUCTION  ADVINOR SERIESTRUCTION SERIESTRUCTION  ADVINOR SERIESTRUCTION SERIESTRUCTION  ADVINOR SERIESTRUCTION S		IG STATEM	ENT	<b>[</b>		,	
Attention: Noah T. Bilenker, Esq.    CHOSISSE   A	Attention: Noah T. Bilenker, Esq.    CHOSISSE   A	B. SEND ACKNOWLED Fried, Fran One New Y	CONTACT AT FIL DGMENT TO: (Na nk, Harris, Sh York Plaza	ER (optional) me and Address) uriver & Jacobson LLP	Cool	ene "Gene' k County P	"Moore Fee: \$	
CHICAGO H&S HOTEL PKOPERTY, LLC    The Modified Address   First name   Middle Name   Suffix	CHICAGO H&S HOTEL PKOPERTY, LLC    The Modified Address   First name   Middle Name   Suffix	Attention:  O+03  1. DEBTOR'S EXACTE	Noah T. Bilen	ker, Esq.	THE ABOVE	SPACE IS FO	R FILING OFFICE U	SEONLY
FIRST NAME	FIRST NAME	TE. ONGAINZATIONS	INAME		The state of the s			
C/O Falor Companies, Inc. 8609 W. Bryn Mawr . ve.  Id. SEEINSTRUCTIONS   ADDI. INFO RE   16. TYPE OF ORGANIZATION   11. JURISDICTION OF ORGANIZATION   19. ORGANIZATIONAL ID #, if any Deatron   LLC   Deatron   LLC   Deatron   D	C/O Falor Companies, Inc. 8609 W. Bryn Mawr . ve.  Chicago  IL 60631  USA  SEEINSTRUCTIONS  ADDI INFO RE 16. TYPE OF ORGA NIZATION DEBTOR   LLC DEBTOR   LLC DEBTOR   LLC DEBTOR   LLC DEBTOR   LLC  2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only go give to reason (20 or 2b) - do not abbreviate or combine names  2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only go give to reason (20 or 2b) - do not abbreviate or combine names  2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only go give to reason (20 or 2b) - do not abbreviate or combine names  2. MAILING ADDRESS  CITY  STATE POSTAL CODE COUNTRY  IL 60631  USA  This FIRST NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only gong secured party name (3a or 3b)  SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only gong secured party name (3a or 3b)  COLUMN FINANCIAL, INC.  30 INDIVIDUAL'S LAST NAME  FIRST NAME  FIRST NAME  FIRST NAME  NY 1001/7  USA  This FINANCING STATEMENT covers the following collateral:  The property of the Debtor described on Exhibit A annexed hereto	OR CHICAGO H	WS HOTEL P	XOPERTY, LLC	FIRST NAME	MIDDLE	NAME	SUFFIX
ADDILINFO RE ORGANIZATION   11. JURISDICTION OF ORGANIZATION   11. JURISDICTION OF ORGANIZATION   11. ORGANIZATION   12. ORGANIZATION   13. ORGANIZATIONAL ID #, if any Delaware   3898832   1.    22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only grade for lame (2a or 2b) - do not abbreviate or combine names    23. ORGANIZATION'S NAME   FIRST NAME   MIDDLE NAME   SUFFIX    24. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX    25. INDIVIDUAL'S LAST NAME   POSTAL CODE   COUNTRY    26. SEEINSTRUCTIONS   ADDILINFO RE   2e. TYPE OF ORGANIZATION   2i. JURISDICTION OF ORGANIZATION   2j. ORGANIZATIONAL ID #, if any DEBTOR    26. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - insert only one secured party name (3a 1/3b)    3a. CRGANIZATION'S NAME   FIRST NAME   SUFFIX    COLUMN FINANCIAL, INC.   Solid individual's Last NAME   SUFFIX    26. MAILING ADDRESS   CITY   STATE   POSTAL CODE   COUNTRY    27. ORGANIZATION NAME   SUFFIX    28. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - insert only one secured party name (3a 1/3b)    3a. CRGANIZATION S NAME   SUFFIX    COLUMN FINANCIAL, INC.   STATE   POSTAL CODE   COUNTRY    3b. INDIVIDUAL'S LAST NAME   SUFFIX   STATE   POSTAL CODE   COUNTRY    19. ORGANIZATION ID #, if any DEBTOR   COUNTRY    19. ORGANIZATION ID #, if any DEBTOR   COUNTRY    19. ORGANIZATION ID #, if any DEBTOR   COUNTRY    10. ORGANIZATION ID #, if any DEBTOR   COUNTRY    10. ORGANIZATION ID #, if any DEBTOR    11. ORGANIZATION ID #, if any DEBTOR    12. ORGANIZATION ID #, if any DEBTOR    13. ORGANIZATION ID #, if any DEBTOR    14. ORGANIZATION ID #, if any DEBTOR    15. ORGANIZATION ID #, if any DEBTOR    16. ORGANIZATION ID #, if any DEBTOR    17. ORGANIZATION ID #, if any DEBTOR    18. ORGANIZATION ID #, if any DEBTOR    19. ORGANIZATION ID #, if a	ADDILINFO RE 16. TYPE OF ORGA RIZATION II. JURISDICTION OF ORGANIZATION II. ORGANIZATION III.		nies, Inc. 8609	W. Bryn Mawr 1 vo				COUNTRY
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OR 2b. INDIVIDUAL'S LAST NAME  FIRS NAME  MIDDLE NAME  SUFFIX  CITY  SYATE POSTAL CODE  COUNTRY  SEE INSTRUCTIONS  ADD/L INFO RE 2e. TYPE OF ORGANIZATION DEBTOR  DEBTOR  3a. ORGANIZATION'S NAME (or NAME of NAME  COLUMN FINANCIAL, INC. 3b. INDIVIDUAL'S LAST NAME  FIRST NAME  FIRST NAME  FIRST NAME  SUFFIX  CITY  STATE POST CODE COUNTRY  New York  New York  New York  New York  New York  New York  The property of the Debtor described on Exhibit A annexed hereto	DR 2b. INDIVIDUAL'S LAST NAME  FIRS NAME  C. MAILING ADDRESS  CITY  SYATE POSTAL CODE  COUNTRY  SEE INSTRUCTIONS  ADD'L INFO RE   2e. TYPE OF ORGANIZATION   21. JURISDICTION OF OR', AN ZATION   29. ORGANIZATIONAL ID #, if any    DEBTOR  3a. CRGANIZATION'S NAME (or NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured perfyrname (3s. 173b)  COLUMN FINANCIAL, INC.  3b. INDIVIDUAL'S LAST NAME  COLUMN FINANCIAL, INC.  10 INDIVIDUAL'S LAST NAME  FIRST NAME  FIRST NAME  FIRST NAME  COLUMN FINANCIAL, INC.  11 Madison A venue  New York  Not 1001/  USA	2. ADDITIONAL DEBTO	R'S EXACT FULL		e for lame (Za or 2b) - do not abbreviate or comb	38988	332	NO
2c. MAILING ADDRESS  CITY  STATE POSTAL CODE  COUNTRY  2d. SEE INSTRUCTIONS  ADD'L INFO RE 2c. TYPE OF ORGANIZATION DEBTOR  D. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insertionly ong secured partyname (3s or 3b)  3a ORGANIZATION'S NAME  COLUMN FINANCIAL, INC. 3b INDIVIDUAL'S LAST NAME FIRST NAME FIRST NAME  CHARLING ADDRESS  CITY New York  New York  New York  New York  New York  New York  COUNTRY  STATE POSTAL CODE COUNTRY  STATE POSTAL CODE COUNTRY  STATE POSTAL CODE COUNTRY  USA	COLUMN FINANCIAL, INC.  Comparison of the property of the Debtor described on Exhibit A annexed hereto				$\tau_{\circ}$			<u> </u>
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The property of the Debtor described on Exhibit A annexed hereto	The property of the Debtor described on Exhibit A annexed hereto	d SEE INSTRUCTIONS	ORGANIZATION	2e. TYPE OF ORGANIZATION	21. JURISDICTION OF OR AN ZATION	2g. ORGA	NIZATIONAL ID #, if any	
COLUMN FINANCIAL, INC.  3b. INDIVIDUAL'S LAST NAME  C. MAILING ADDRESS  II Madison Avenue  New York  New York  NY  1001'  USA  This FINANCING STATEMENT covers the following collateral:  The property of the Debtor described on Exhibit A annexed hereto	COLUMN FINANCIAL, INC.  3b. INDIVIDUAL'S LAST NAME  C. MAILING ADDRESS  II Madison Avenue  New York  New York  NY  1001'  USA  This FINANCING STATEMENT covers the following collateral:  The property of the Debtor described on Exhibit A annexed hereto	SECURED PARTY'S	NAME (or NAME of )	FOTAL ASSIGNEE of ASSIGNOR S/P	-insert only one secured party name (3s or 3b)	 *		NO
FIRST NAME   SUFFIX   STATE   POST CODE   COUNTRY	SUFFIX   SUFFIX   STATE   POST CODE   COUNTRY	COLUMN FIN	NANCIAL, IN		76	9		
Il Madison Avenue New York New York New York NY 1001/ USA The property of the Debtor described on Exhibit A annexed hereto	Il Madison Avenue New York New York New York NY 1001/ USA The property of the Debtor described on Exhibit A annexed hereto	" 35. INDIVIDUAL'S LAST	NAME		FIRST NAME	COLF N	IAME	SUFFIX
It Madison Avenue  This FINANCING STATEMENT covers the following collateral:  The property of the Debtor described on Exhibit A annexed hereto	I1 Madison Avenue New York NY 1001/2 USA This FINANCING STATEMENT covers the following collateral: The property of the Debtor described on Exhibit A annexed hereto							1
This FINANCING STATEMENT covers the following collateral:  The property of the Debtor described on Exhibit A annexed hereto and made a part hereof.	The property of the Debtor described on Exhibit A annexed hereto and made a part hereof.	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COLINTRY
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ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILL  This FINANCING STATEMENT is to be filled for recorded) in the REAL SESTATE RECORDS. Attach Addendum (applicable): Attach Addendum (applicable): Debugger (applicable): Attach Addendum (applicable): Debugger (applicable):	ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR RAILECTRALLOD CELL EDICLING	11 Madison Avenuation of the property of the Exhibit A anneand made a part h	ENT covers the following Debtor desc are Debtor desc ared hereto ereof.	LESSEEAESSOR CONSIG	New York	NY	.001/	1

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FOLLOW INSTRUCTIONS (front and back) CAF		Л	]			
9. NAME OF FIRST DEBTOR (1a or 1b) ON R	ELATED EINANGING OF		_			
9a. ORGANIZATION'S NAME	ELATED FINANCING S	(A)EMENI				
OR CHICAGO H&S HOTEL PRO	DEDTY LLC					
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11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	TYPE OF ORGANIZATION	JURISDICTION OF ORGA	NIZATION	11g. OR	GANIZATIONAL ID#, If	•
12. ADDITIONAL SECURED PARTY'S of 129. ORGANIZATION'S NAME	ASSIGNOR S/P'S	S NAME insert only one name	(12a or 12b)			NONE
OR 12b. INDIVIDUAL'S LAST NAME		4				
		FIRST NAME	ζ,	MIDDLE	NAME	SUFFIX
12c. MAILING ADDRESS		CITY		STATE	loost loss	
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collateral, or is filed as a x fixture filing.  14. Description of real estate:  71 East Wacker Drive in Chicac	be cut or as-extracted	16. Additional collateral descr	iption:	7		
Cook County and more particulion Exhibit B annexed hereto an hereof.	arly described d made a part				Office	9
15. Name and address of a RECORD OWNER of above-d (if Debtor does not have a record interest):	escribed real estate	18. Check only if applicable and	rustes acting with res d check <u>only</u> one box. UTILITY	····	perty held in trust or	Decedent's Estate
		Filed in connection with a N				
		Filed in connection with a P	ublic-Finance Transac	tion eff	ective 30 years	

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#### Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

- A. To assist filling offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.
- B. Complete item B if you want an acknowledgment sent to you. If filling in a filling office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.
- Debtor name: Er er, nly one <u>Debtor name in item 1</u>, an organization's name (1a) or an individual's name (1b). Enter Debtor's <u>exact full legal</u> name. Don't abbreviate
- 1a. Organization Debtor. "Or an zation" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names or partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine pebtor's current filed charter documents to determine Debtor's correct name organization type, and jurisdiction of organization.
- 1b. Individual Debtor. "Individual" means a natural person; his includes a sole proprietorship, whether or not operating under a trade in me Dun't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineag. (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use mitried woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
  - For both <u>organization and individual Debtors</u>: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1a or 1b.
- 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#)—social security number or employer identification number must be placed in this box.
- 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

- If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
- 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
- Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
- 5. If 'ner desires (at filer's option) to use titles of lessee and lessor, or condigries and consignor, or seller and buyer (in the case of accounts or chatter princip), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest riting (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5 complete items 1-7 as applicable and attach any other items required uncler ciner law.
- 6. If this Financing Statement is fl. ac as a fixture filing or if the collateral consists of timber to be cut or as extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Formation C. Ad).
- 7. This item is optional. Check appropriate box is, it is... 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file a jain at the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
- This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

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#### Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

- Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement. 9,
- Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have 10. non-uniform requirements. Use this space to provide such additional information or to comply with such requirements, otherwise, leave blank.
- If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than one additional 11. Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of Item 1 of Financing Statement.
- If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total 12. assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is tir. ver be out or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be suffic.ent under the applicable law of the jurisdiction where the real estate is located.
- Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement. 16.
- If Debtor is a trust or a trustee acting vith respect to property held in trust or is a decedent's estate, check the appropriate box. 17.
- If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined 18 in the applicable Commercial Code, checkthus, propriate box.



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#### EXHIBIT A

All Debtor's right, title and interest in and to any and all of the following located on or relating to the premises described on Exhibit B attached hereto:

- 1. If and when applicable, any and all condominium units now or hereafter located on or constituting part of said real estate and designated and described as such in the condominium plans and specifications, together with all the undivided interest in any of the common elements appurtenant thereto and any and all right, title and interest, estate and appurtenances relating thereto or arising from fee simple ownership of said condominium units and/or such common elements, which rights include, without limitation, membership interests, voting rights, excement rights and other rights under the condominium plans and specifications appurtenant to said condominium units (all of the foregoing, collectively, the "Condo Units");
- 2. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, represents and improvements now or hereafter erected or located on said real estate (and/or the Condo Units, as applicable) (collectively, the "Improvements");
- All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, litles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to said real estate (and/or the Condo Units, as applicable) and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said real estate (and/or the Condo Units, as applicable), to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to said real estate (and/or the Condo Units, as applicable), the Improvements and every part and parcel thereof, with the appurtenances thereto;
- All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or said real estate (and/or the Condo Units. as applicable) or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing) together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) except to the extent that Debtor shall have any right or interest therein;
- 5. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to said real estate (and/or the Condo Units, as applicable) and Improvements that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the

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real estate or in the Improvements (and/or the Condo Units, as applicable), construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or said real estate (and/or the Condo Units, as applicable), including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, elevators, escalators, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, vality lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all cher structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein;

- All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles and associated good will, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible other than Fixtures, which are now or hereafter owned by Debtor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code as adopted and enacted by the state or states where any of such property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;
- All leases, subleases or subsubleases, lettings, licenses, concessions and other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Condo Units, the real property and/or the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), and all right, title and interest of Debtor, its successors and assigns, therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the tenants of their obligations thereunder and all rents (including, without limitation, percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a

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Lease in a Bankruptcy Action) or in lieu of rent or rent equivalents, additional rents, hotel room rentals, other hotel services revenue, other revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) income, fees, receivables, deposits (including, without limitation, security, utility and other deposits), accounts and receipts from the Condo Units, the Land and/or the Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the debt and the performance of any other obligations of Debtor;

- 8. All approved sales contracts for the sale of any Condo Unit or Units, whether before or ever the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the purchasers of their obligations thereunder and all proceeds, revenues, issues and profits therefrom whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and the right to receive and apply the same to the payment of the debt;
- 9. All awards which may heretofore and hereafter be made with respect to the property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the property;
- 10. All insurance proceeds in respect of the property under any policies covering the property, including, without limitation, the right to receive and apply the proceeds of any policies, judgments, or settlements made in lieu thereof, in connection with a casualty to the property;
- 11. All refunds, rebates or credits in connection with any reduction in taxes or other charges charged against the property;
- 12. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, insurance proceeds and awards, into cash or liquidation claims;
- 13. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the property and to commence any action or proceeding to protect the interest of Secured Party in the property;
- 14. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Condo Units, the Improvements and/or the real estate and any part thereof, respecting any business or activity conducted in the Condo Units, in the Improvements and/or on the real estate and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

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- 15. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the property;
- 16. All reserves, escrows, deposit accounts and securities accounts established or maintained by Debtor with respect to the property, including, without limitation, all accounts established or maintained pursuant to the loan agreement between Debtor and Secured Party or any other loan document, together with all deposits or wire transfers made or credited to such accounts and all cash, checks, drafts, certificates, securities, securities entitlements, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;
- 17. The interest rate cap agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code) constituting or relating to the foregoing;
- 18. All right, title and interest of Debtor in, to and under (i) any declaration establishing a plan for condominium ownership in effect from time to time (the "Declaration"), (ii) any condominium by-laws in effect from time to time, together with al firther amendments, supplements, restatements or other modifications thereof (collectively, the "Condominium Documents") (including, without limitation, any development rights, special declarant rights, easements and rights-of-way or use in favor of Debtor thereunder;
  - 19. All products and proceeds of any of the loresping; and
- 20. Any and all other rights of Borrower in and to the items set forth in Subsections 1 through 19 above.

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## EXHIBIT > B

[to be attached]

P.I.N. No. 1ee below

Common Address: 71 East Wacker Drive, Chicago, Illinois

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#### PARCEL 1:

LOTS 6, 7 AND 8 IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8 AND 10 TO 19 INCLUSIVE, IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 20 TO 21 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

ALL OF VACATED ALLEY BETWEEN LOT 8 IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8 AND 10 TO 19 INCLUSIVE, IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO AFORESAID AND LOT 20 IN BLOCK 4 TO SAID FORT DEARBORN ADDITION, ALL IN COOK COUNTY, ILLINOIS.