A. NAME & PHONE OF	NS (front and bac	ENT ck) CAREFULLY LER [optional]					
B. SEND ACKNOWLEDGMENT TO: (Name and Address) SONNENSCHEIN NATH & ROSENTHAL LLP 8000 SEARS TOWER							
			_	Doc#: 0520303086 Eugene "Gene" Moore Fee: \$40.00			
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RELATES TO THE LAND LEGALLY DECRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED

*180 NORTH MICHIGAN AVE, SUITE 200

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5. ALTERNATIVE DESIGNATION (II applicable) 6. This Financing STATEMENT is to be sest at ERCORDS. Attach Added 8. OPTIONAL FILER REFERENCE DATA	illed (for recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) Ill applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Control of the REAL (ADDITIONAL FEE)
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EXHIBIT A

LEGAL DESCRIPTION

p
OLITAN LIFE INSURANCE COMPANY, rk corporation

PARCEL "A":

LOTS 1 TO 15, POTH INCLUSIVE, IN LOOP TRANSPORTATION CENTER SUBDIVISION OF PART OF BLOCK 18 IN OLIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTAL PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "B":

A PERMANENT AND PERPETUAL EASEMENT AS ENACTED BY THE CITY COUNCIL OF CHICAGO ON OCTOBER 6, 1982 AND RECORDED ON DICEMBER 28, 1982 AS DOCUMENT 26450727 TO NORTH LOOP TRANSPORTATION CENTER LIMITED PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR, AND RENEWAL OF SHAFTS, BELLS AND CAPS WITHIN THE PUBLIC WAYS FOR THE SUPPORT OF STRUCTURES TO BE CONSTRUCTED ON THE BLOCK OF LAND BOUNDED GENERALLY BY W. LAKE STREET ON THE SOUTH, W. HADDOCK PLACE ON THE NORTH, N. CLARK STREET ON THE EAST, AND NORTH LA SALLE STREET ON THE WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- 1) A PERPETUAL EASEMENT FOR CAISSON BELLS EXTENDING 3 FEET EAST OF THE WEST LINE OF N. CLARK STREET AS EXTENDED NORTH 4 FEET TO A POINT IN W. HADDOCK PLACE, BETWEEN LEVELS 50 FEET BELOW CHICAGO CITY DATUM TO 50 FFET BELOW CHICAGO CITY DATUM AND ABUTTING LOTS 1 THROUGH 7 AND SUCH EXTENSIO 1 OF THE WEST LINE OF N. CLARK STREET IN ASSESSOR'S DIVISION OF LOTS 2 THROUGH 7 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO, BLOCK 18 IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.
- 2) A PERPETUAL EASEMENT FOR CAISSON BELLS EXTENDING 3 FEET WEST OF THE FAST LINE OF N. LA SALLE STREET AS EXTENDED NORTH 4 FEET TO A POINT IN W. HADDOCK PLACE BETWEEN LEVELS 50 FEET BELOW CHICAGO CITY DATUM, AND 90 FEET BELOW CHICAGO CITY DATUM AND ABUTTING LOT 5 AND SUCH EXTENSION OF THE EAST LINE OF LA SALLE STREET IN ORIGINAL TOWN OF CHICAGO, BLOCK 18, SOUTH EAST 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.
- 3) A PERPETUAL EASEMENT FOR CAISSON BELLS AND SHAFT EXTENDING 4 FEET SOUTH OF THE NORTH LINE OF W. LAKE STREET, AS EXTENDED 3 FEET WEST OF THE WEST LINE OF LOT 5 IN THE ORIGINAL TOWN OF CHICAGO, AS AFORESAID AND AS EXTENDED 3 FEET EAST OF THE EAST LINE OF LOT 4 IN ASSESSOR'S DIVISION AS AFORESAID, BETWEEN LEVELS 50 FEET BELOW CHICAGO CITY DATUM AND 90 FEET BELOW CHICAGO CITY DATUM AND ABUTTING LOTS 5, 6 AND 7 AND THE NORTH LINE OF W. LAKE STREET AS EXTENDED IN ORIGINAL TOWN OF CHICAGO AS AFORESAID AND LOTS 4, 5, 6 AND 7 IN ASSESSOR'S DIVISION AS AFORESAID.
- 4) A PERPETUAL EASEMENT FOR CAISSON SHAFTS AND CAPS EXTENDING 1 FOOT SOUTH OF THE NORTH LINE OF W. LAKE STREET BETWEEN LEVELS 5 FEET BELOW CHICAGO CITY DATUM, AND 50 FEET BELOW CHICAGO CITY DATUM, AND ABUTTING LOTS 5, 6 AND 7 IN ORIGINAL TOWN OF CHICAGO AND LOTS 4, 5, 6 AND 7 IN ASSESSOR'S DIVISION, AS AFORESAID.

5) STARTING AT THE NORTHWEST CORNER OF LOT 5 AS AFORESAID (N. LA SALLE STREET AND W. HADDOCK PLACE) AS FOLLOWS:

A) A PERPETUAL EASEMENT EXTENDING EAST 82 FEET ALONG THE SOUTH LINE OF W. HADDOCK PLACE FOR CAISSON BELLS EXTENDING 4 FEET NORTH OF THE SOUTH LINE OF W. HADDOCK PLACE BETWEEN THE LEVELS 50 FEET BELOW CHICAGO CITY DATUM AND 90 FEET BELOW CHICAGO CITY DATUM.

B) A PERPETUAL EASEMENT EXTENDING 138.26 FEET EASTERLY OF THE AFORESAID 82 FEET

MEASURED ALONG THE SOUTH LINE OF W. HADDOCK PLACE FOR CAISSON BELLS EXTENDING NORTH OF THE SOUTH LINE OF W. HADDOCK PLACE, A DISTANCE OF 6 FEET BETWEEN THE LEVELS 50 FEET BELOW CHICAGO CITY DATUM AND 90 FEET BELOW CHICAGO CITY DATUM, AND FOR CAISSON SHAFTS AND CAPS EXTENDING 1 FOOT NORTH OF THE SOUTH LINE OF W. HADDOCK PLACE BETWEEN THE LEVEL OF 5 FEET BELOW CHICAGO CITY DATUM.

C) A PERPETUAL LA SEMENT EXTENDING 82 FEET EAST FROM THE ABOVE 138.26 FEET MEASURED ALONG THE SOUTH LINE OF W. HADDOCK PLACE TO THE NORTHEAST CORNER OF SAID LOT (A FORESAID (N. CLARK STREET AND W. HADDOCK PLACE) FOR CAISSON BELLS EXTENDING 4 FEET NORTH OF THE SOUTH LINE OF W. HADDOCK PLACE BETWEEN THE LEVELS 50 FLET BELOW CHICAGO CITY DATUM, AND 90 FEET BELOW CHICAGO CITY DATUM AND FOR CAISSON CAPS AND SHAFTS EXTENDING 1 FOOT NORTH OF THE SOUTH LINE OF W. HADDOCK PLACE BETWEEN LEVELS 5 FEET BELOW CHICAGO CITY DATUM TO 50 FEET BELOW CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

PARCEL "C":

PERMANENT EASEMENTS FOR ACCESS, INGRESS AND EGPESS, CONSTRUCTION, STORAGE, REPAIR, MAINTENANCE, STRUCTURAL SUPPORT, COMMON FACILITIES, EXCLUSIVE OFFICE BUILDING FACILITIES, FREIGHT ELEVATORS, STAIRWAYS, STAIRWAYS, RAMPS, WALKWAYS, SERVICE AREAS, LOADING DOCKS, AND FOR OFFICE BUILDING LOBBY, ENCROACHMENTS, SUPPORT, ENCLOSURE, USE AND MAINTENANCE WITH RESPECT TO WALLS AND HORIZONTAL SLABS, ERECTIONAL MAINTENANCE OF SIGNS, PLAQUE AND INSCRIPTION, AND UTILITIES, FOR THE USE AND BENEFIT OF PARCEL "A" (OFFICE BUILDING PARCEL) AS STI FORTH IN AND MORE FULLY DESCRIBED IN A JOINT DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS FOR THE LOOP TRANSPORTATION CENTER, CHICAGO, ILLIN DIS BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1981 AND KNOV N A 5 TRUST NUMBER 52947 ("TRANSPORTATION CENTER OWNER") AND AMERICAN NATIONAL PLANS AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TAUST AGREEMENT DATED JULY 20, 1983 AND KNOWN AS TRUST NUMBER 58252 ("OFFICE BUILDING OWNER"), DATED JULY 31, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT 27199764, FILST AMENDMENT TO JOINT DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS FOR THE LOOP TRANSPORTATION CENTER AND 203 N. LASALLE OFFICE BUILDING, CHICAGO, ILLINOIS DATED DECEMBER 19, 1984 AND RECORDED JANUARY 7, 1985 AS DOCUMENT 27397018. AND SECOND AMENDMENT TO JOINT DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE BY AND BETWEEN UGP-NORTH LOOP PARKING, LLC., A DELAWARE LIMITED LIABILITY COMPANY AND NLS CHICAGO, LLC., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 11, 2002 AS DOCUMENT 0021365022. IN, AND OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN, ALL IN COOK COUNTY, ILLINOIS.

Address:

203 North LaSalle Street, Chicago, Illinois

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EXHIBIT B

COLLATERAL DESCRIPTION

DEBTOR:	203 HCI/NLS LIMITED PARTNERSHIP, an Illinois limited partnership
SECURED PARTY:	METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

- I. This Financing Statement covers all of Debtor's right, title and interest in and to:
 - that certain real property located in the County and State which is more particularly described in Exhibit A attached to this Financing Statement, all easements, rights-of-way, gaps, strips and gores of land, all streets and alleys; sewers and water rights, all privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Debtor with respect to these streets, and the benefits of any existing or future conditions, covenants and restriction; affecting the real property (collectively, the "Land");
 - all rights, title and interest of Debtor in, o and under (including the benefits thereunder) that certain Joint Declaration of Essements, Reservations, Covenants and Restrictions for The Loop Transportation Center and 203 N. LaSalle Office Building, Chicago, Illinois dated as of July 31, 1984, and recorded with the Cook County Recorder's Office as Document Number 27192754, as amended by that certain First Amendment to Joint Declaration of Easements. Covenants and Restrictions dated December 19, 1984 and recorded with the Cook County Recorder's Office as Document Number 27397018, and as further emended by that certain Second to Joint Declaration of Easements, Covenants and Restrictions dated October 21, 2002 and recorded with the Cook County Recorder's Office as Document Number 0021365022 (collectively, as amended, the "REA");
 - all rights, title and interest of Debtor in, to and under (including the benefits thereunder) that certain Operating Agreement, The Loop Transportation Center and 203 N. LaSalle Office Building, Chicago, Illinois, dated as of July 31, 1984, a memorandum of which was recorded with the Cook County Recorder's Office as Document Number 87360283, as amended by that certain: (i) First Amendment to Operating Agreement dated December 20, 1984; (ii) Second Amendment to Operating Agreement dated as of May 1, 1996; (iii) Third Amendment to Operating Agreement dated as of January 1, 2001; (iv) Fourth Amendment to Operating Agreement dated as of December 31, 2001; (v) Fifth Amendment to Operating Agreement dated as of December 31, 2003 and (vi)

Sixth Amendment to Operating Agreement dated as of December 31, 2004 (collectively, as amended, the "Operating Agreement")

- d) all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), all partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, epairs, additions, or substitutions to these items (collectively, the 'Inprovements');
- all present and future income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits and letters of credit made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, or insurance premiums made by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the tenns of this Financing Statement ("Insurance Proceeds") (all of the items set forth in this paragraph are referred to collectively as "Rents and Profits");
- (f) all damages, payments and revenue of every kird that Debtor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;
- (g) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of a land and/or Improvements;
- (h) all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and
- (i) all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names, and goodwill relating to the Land and/or Improvements.

<u>Definition</u>: Condemnation shall mean if the Property or any part of the Property is taken by reason of any condemnation or similar eminent domain proceeding, or by a grant or conveyance in lieu of condemnation or eminent domain.

Sixth Amendment to Operating Agreement dated as of December 31, 2004 (collectively, as amended, the "Operating Agreement")

- all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), all partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the
- all present and future income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits and letters of credit made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, or insurance premiume reade by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the tenns of this Financing Statement ("Insurance Proceeds") (all of the items set forth in this paragraph are referred to collectively as "Rents and Profits");
- (f) all damages, payments and revenue of every kird that Debtor may be entitled to receive, from any person owning or acquiring a nght to the oil, gas or mineral rights and reservations of the Land;
- (g) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of contained and/or Improvements;
- (h) all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and
- (i) all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names, and goodwill relating to the Land and/or Improvements.

Definition: Condemnation shall mean if the Property or any part of the Property is taken by reason of any condemnation or similar eminent domain proceeding, or by a grant or conveyance in lieu of condemnation or eminent domain.

- II. Furthermore, Debtor irrevocably sells, transfers, grants, conveys, assigns and warrants to Secured Party, its successors and assigns, a security interest in Debtor's interest in the following personal property which is collectively referred to as "Personal Property":
 - (a) any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;
 - all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owner's association or similar group;
 - all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Debtor relating to the plans and specifications or to the construction of the Improvements;
 - (d) all equipment, machinery, fixtures, goods, accounts, general intangibles, letters of credit, commercial tort claring, deposit accounts, documents, instruments and chattel paper and all substitutions, replacements of, and additions to, any of the these items;
 - (e) all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale; and
 - (f) all proceeds from the voluntary or involuntary disposition or claim respecting any of the foregoing items (including judgments, condemnation awards or otherwise).

All of the Real Property and the Personal Property are collectively referred to at the "Property."