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B. SEN	ID ACKNOWLEDGEM	ENT TO: (Name and A	ddress)				
	2900 W Purcha	& Cassin LLP Vestchester Avese, New York Coording Dep		THE ABOVE SPACE	E IS FOR FIL	.ing offic <u>e use on</u>	ILY
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	1a. ORGANIZATION'	S NAM E	SS CENTER, LLC				
OR	16. INDIVIDUAL'S L		65 CENTER, LLC	FIRST NAME	MIDDLE NAME		SUFFIX
	JLING ADDRESS) WEST 35TH	STREET		CHICAGO	STATE	POSTAL CODE 60632	COUNTRY
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2. AE	DITIONAL DEBTO	PR'S EXACT FULL I	EGAL NAME – insert c aly (ne	debtor name (2a or 2b) - do not abbrevia	e or combine	names	
ſ	2a. ORGANIZATION		ACE LLC				
OR	CHICAGO MARKETPLACE, LLC 2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
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2d. <u>SE</u>	ORGANIZATION LIMITED LIABILITY		LIABILITY COMPANY	2f. JURISDICTION OF ORGANIZATION ILLINOIS	2g. ORGANIZATIONAL ID#, if any		
3. SE	CURED PARTY'S	NAME (or NAME of	TOTAL ASSIGNEE of ASSIGN	OR S/P) - insert only one secured party n	ame (3a or 3	b)	
1	3a ORGANIZATION URS REAL	IS NAME ESTATE SEC	CURITIES INC.		74		
OR	3b. INDIVIDUAL'S 1	AST NAME		FIRST NAME	N.T. DLE	NAME	SUFFIX
20.34	AILING ADDRESS			CITY	STAT	POSTAL CODE	COUNTRY
128	5 Avenue of the			New York	NY	10019	USA
		TEMENT covers the to UCC attach	following collateral: ned hereto and a part h	ereof.		CO	
	TEDMATIVE הספוניא	ATION [if annlicable]	LESSEE/LESSOR DCONSIGNER	CONSIGNOR BAILEE/BAILOR SELL	er/buyer []ag, lien □non-i	JCC FILING
5. Al 6.	This FINANCING		led [for record] (or recorded) in 7.	Check to REQUEST SEARCH REPORT(s) on De [ADDITIONAL FEE] [optional]		All Debiors De	,,,,,,,

FILE WITH COOK COUNTY, ILLINOIS

UBSRES/Chicago Business Center and
Market Place (1996-085)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) {00702182;1}

8. OPTIONAL FILER REFERENCE DATA

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1 37	ME OF FIRST DEBTOR	TA OR IN ON RELAT	ED FINANCING STATEME	NT					
. NA	9a. ORGANIZATION'S		EDTIMATEING OWNERS						
_	CMP CHICAGO BUSINESS CENTER, LLC								
)R	9b. INDIVIDUAL'S LA	ST NAME	FIRST NAME	MIDDL	E NAME, SUFFIX				
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	•					THE ABOVE	SPACE IS FO	R FILING OFFICE US	E ONLY
11. 7	ADDITIONAL DEBTO	R'S EXA CT FULL	LEGAL NAME – insert or	ıly <u>one</u> d	ebtor name (11a o	r IIb) – do not abbreviat	e or combine	names:	
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OR	11b. INDIVIDUAL'S L	AST NAME	X.		FIRST NAME		MIDDLE N	AME	SUFFIX
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		ORGANIZATION DEBTOR					<u></u>		□ NON
12.			ASSIGNOR S/2'S	JAME-	insert only one na	me (12 or 12b)			
	12a. ORGANIZATION	2 DAME		1/					
OR	12b. INDIVIDUAL'S L	LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX
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14. 1	Description of real estate	ð:			-				
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15.	Name and address of RI	CORD OWNER of	above-described real estat	e (if					
Debtor does not have a record interest):				17, Check only if applicable and check only one box.					
						Trust or Trustee acting	with respect to	property held in trust o	r
					18. Check only	Decedent's Estate if applicable and check <u>onl</u>	y one box.		
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SCHEDULE A

All of Debtor's right, title and interest in and to the following:

- 1. The real property described in Exhibit A-1 (the "Chicago Business Center Land") and Exhibit A-2 (the "Market Place Land"); together with the Chicago Business Center Land and Market Place Land shall be collectively referred to as the "Land" each attached hereto and made a part hereof; and
- All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of any of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as hereinafter defined) regardless of ownership thereof (the "Additional Land"); and
- 3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on any of the Land or any of the Additional Land (collectively, the "Improvements"); and
- 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, nghts, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to any of the Land, any of the Additional Land and any of the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of toy street, road or avenue, opened or proposed, in front of or adjoining any of the Land to the center line thereof and all the estates, rights, titles, interests, dower and rights of dover, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both a law and in equity, of Debtor of, in and to any of the Land or any of the Additional Land and any of the Improvements and every part and parcel thereof, with the appurtenances thereto; and
- All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with any of the Improvements or any of the Land or any of the Additional Land 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"). Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein; and
- 6. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to any of the Land or any of the Additional Land and any of the Improvements forming part of the Property that it is deemed fixtures or real property

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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 Property, 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 any of the Land or any of the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, poliction 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, utility lines and equipment (whether owned individually or jointly with ctiers, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whither or not situated in easements, all water tanks, water supply, water power sites, fuel sections, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenences, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). 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; and

- All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, 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 as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, 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 scourity interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above, and
- 8. All leases and other agreements affecting the use, enjoyment or occupancy coall or any portion of the Land and all or any portion of the Improvements heretofore or i creafter entered into, whether before or after the filing by or against Debtor of any peticin for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from all or any portion of the Land and all or any portion of 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

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sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and

- 9. All awards or payments, including interest thereon, 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property; and
- 10. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property; and
- All refunds, relates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; and
- 12. 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; and
- 13. All agreements, contracts, certificates, instruments, letters of credit, 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 any of the Land and any part thereof and any of the Improvements or respecting any business or activity conducted on any of the Land 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; and
- 14. All tradenames, 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; and
- 15. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and
- 16. Any and all other rights of Debtor in and to the items set forth in Sections (1) through (15) above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of August 30, 2012, from Debtor, as mortgagor, for the benefit of UBS Real Estate Securities Inc., as mortgagee (the "Security Instrument").

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EXHIBIT A-1

Legal Description of Chicago Business Center Land

Parcel II

Tract 1:

That part of Lot 1 in Campbell Soup Company's (Central Division) Subdivision being a Subdivision of part of the northeast ¼ of Section 36, Township 39 North, Range 13, East of The Third Principal Meridian, according to the Plat thereof recorded May 23, 1930 as Document 10667452, in Cook County, Illinois, described as follows:

COMMENCING at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33.00 feet North of the South line of said northeast ¼ of Section 36, with the West line of South Campbell Avenue in said City, as dedicated September 1, 1904 (now vacated), produced North.

THENCE West on an assigned Azimuth of 270 degrees, 00 minutes, 00 seconds, along the North line of said 35th Street, 526,77 feet for a point of beginning;

THENCE continuing on an Azimuth of 270 degrees, 00 minutes, 00 seconds along the North line of 35th Street, a distance of 372 53 feet;

THENCE on an Azimuth of 00 de ree; 01 minute, 00 seconds, a distance of 140.24 feet;

THENCE on an Azimuth of 90 degrees, 01 minute, 00 seconds, a distance of 13.84 feet;

THENCE on an Azimuth of 00 degree, 71 minute, 00 seconds, a distance of 261.47 feet;

THENCE on an Azimuth of 90 degrees, Ul minute, 00 seconds, a distance of 4.40 feet;

THENCE on an Azimuth of 00 degree, 01 minure, 00 seconds, a distance of 38.00 feet to the centerline of a 24 inch concrete foundation wall,

THENCE on an Azimuth of 90 degrees, 01 minute, 00 seconds, along said centerline and foundation wall, and said centerline extended East, a distance of 354.30 feet to a point, which bear and Azimuth of 00 degrees, 01 minute, 00 second from the point of beginning;

THENCE on an Azimuth of 180 degrees, 01 minute, 00 seconds, 2 distance of 439.60 feet to the point of BEGINNING.

Tract 2:

That part of the northeast ¼ of Section 36, Township 39 North, Reage, 13, East of the Third Principal Meridian and that part of Lot 1 in Campbell Soup Company's (Central Division) Subdivision therein according to the plat thereof recorded May 23, 1990 as Locument 10667452, in Cook County, Illinois, described as follows:

COMMENCING at the intersection on the North Line of West 35th Street in the City of Chicago, Cook County, Illinois, 33.00 feet North of the South Line of said north cast 1/4 of Section 36, with the West Line of South Campbell Avenue in said City, as Dedicated September 1, 1904 (now vacated), produced North;

THENCE West on an assigned Azimuth of 270 degrees, 00 minutes, 00 seconds, along the North line of said 35th Street, a distance of 526.77 feet;

THENCE on an Azimuth of 00 degrees, 01 minute, 00 seconds, a distance of 439.60 feet to a point on the easterly extension of the centerline of a 24 inch concrete foundation wall for a point of beginning;

THENCE continuing on an Azimuth of 00 degrees, 01 minute, 00 seconds, a distance of 386.74

THENCE on an Azimuth of 23 degrees, 21 minutes, 52 seconds, a distance of 83.73 feet; THENCE on an Azimuth of 67 degrees, 28 minutes, 17 seconds, a distance of 83.74 feet;

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THENCE on an Azimuth of 339 degrees, 14 minutes, 27 seconds, a distance of 46.06 feet;

THENCE on an Azimuth of 68 degrees, 15 minutes, 58 seconds, a distance of 43.44 feet;

THENCE northeasterly along a tangential curve concave to the northwest, radius 295.11 feet, central angle 18 degrees, 28 minutes, 35 seconds, a distance of 95.17 feet;

THENCE on an Azimuth of 49 degrees, 47 minutes, 23 seconds, 33.91 feet;

THENCE on an Azimuth of 36 degrees, 15 minutes, 07 seconds, a distance of 275.76 feet to the southerly line of the Canal Reserve of the Illinois and Michigan Canal;

THENCE on an Azimuth of 248 degrees, 27 minutes, 00 seconds along said southerly line, a distance of 976.31 feet to the northeast corner of Lot 4 in Campbell Soup Company's Subdivision of part of the northeast ¼ of Section 36, According to the plat thereof, recorded July 24, 1957 as Document 16966716;

THENCE South through the following ten (10) courses along the East lines of said Campbell Soup Company's Subdivision:

THENCE on an Azin th of 214 degrees, 13 minutes, 38 seconds, a distance of 165.36 feet;

THENCE on an Azimuth of 179 degrees, 59 minutes, 58 seconds, a distance of 311.98 feet;

THENCE on an Azimuth of 89 degrees, 56 minutes, 10 seconds, a distance of 18.00 feet;

THENCE on an Azimuth of 180 degrees, 00 minutes, 00 seconds, a distance of 94.00 feet;

THENCE on an Azimuth of 90 degrees, 00 minutes, 00 seconds, a distance of 23.00 feet;

THENCE on an Azimuth of 180 digress, 00 minutes, 00 seconds, a distance of 106.00 feet;

THENCE on an Azimuth of 236 degrees, 06 minutes, 50 seconds, a distance of 49.39 feet;

THENCE on an Azimuth of 180 degree; 00 minutes, 00 seconds, a distance of 127.65 feet;

THENCE on an Azimuth of 270 degrees, Co minutes, 00 seconds, a distance of 3.95 feet;

THENCE on an Azimuth of 180 degrees, 00 minutes, 00 seconds, a distance of 125.00 feet to the North line of West 35th Street aforesaid;

THENCE East, along said North Line, a distance or 2.27.45 feet;

THENCE on an Azimuth of 00 degrees, 01 minute, 00 seconds, a distance of 140.24 feet;

THENCE on an Azimuth of 90 degrees, 01 minute, 00 seconds, a distance of 13.84 feet;

THENCE on an Azimuth of 00 degrees, 01 minute, 00 seconds, a distance of 261.47 feet;

THENCE on an Azimuth of 90 degrees, 01 minute, 00 seconds, a distance of 4.40 feet;

THENCE on an Azimuth of 00 degrees, 01 minute, 00 seconds, a distance of 38.00 feet to the centerline of a 24 inch concrete foundation wall;

THENCE on an Azimuth of 90 degrees, 01 minute, 00 second along said centerline and foundation wall, and said centerline extended East, a distance of 354.30 feet to the point of BEGINNING.

Tract3:

Lots 2 and 4 in Campbell Soup Company's Subdivision of part of the northeast ¼ of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, according to the platthereof recorded July 24, 1957 as Document 16966716, in Cook County, Illinois.

Together with and subject to the Terms and Provisions of that Easement Agreement set forth as Document No. 93280727.

Together with and subject to the Terms and Provisions of that Declaration of Easements for Ingress, Egress and Access set forth as Document No. 93280729.

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EXHIBIT A-2

Legal Description of Market Place Land

Parcel I

The following tract of land situate in the City of Chicago, the County of Cook, and the State of Illinois, being more particularly described as follows:

Those lots and parts of Lots 32 through 36, both inclusive, together with a portion of that part of Canal D (now filled) in Block 13 in S.J. Walker's Dock Addition to Chicago, being a subdivision of the East half, North of the river of Section 30, Township 39 North, Range 14 East of the Third Principal Me idan, all taken as a tract described as follows:

BEGINNING at a point on the West line of said Lot 32, said point being 25.00 feet North of the southwest corner thereof;

THENCE North Co degrees 01 minute 08 seconds West, along the West line of said Lots 32 through 36, (being also the easterly line of South Damien Avenue), a distance of 440.00 feet to a line 35.00 feet South from and parallel with the North line of said Lot 36;

THENCE South 00 degrees (deed) (89 degrees survey) 55 minutes 44 seconds East, along said parallel line and the easterly exension thereof, a distance of 268.11 feet, to a line 268.11 feet East from and parallel with said West 'ine of Lots 32 through 36;

THENCE South 00 degrees 01 minute 08 seconds East, along said parallel line, a distance of 440.21 feet to a line drawn from a point of the West line of said Lot 32, said point being 25.00 feet North of the southwest corner thereof, asterly to a point on the East line of the West 15.00 feet of Lot 7 in said Block 13, said point being 24.72 feet North of the South line of said Lot 7;

THENCE North 89 degrees 53 minutes 04 seconds West, along the last described line, a distance of 268.11 feet to the point of BEGINNING, in Cook County, Illinois.

AND

Those parts of Lots 3 through 7, both inclusive, together with a portion of that part of Canal D (now filed) in Block 13 in S.J. Walker's Dock Addition to Chicago, being a subdivision of the East half, North of the River of Section 30, Township 39 North, Range 14 East of the Third Principal Meridan, all taken as a tract, described as follows:

BEGINNING at the intersection of the South line of the North, 35.00 read of said Lot 3 with the East line of the West, 15.00 feet of Lots 3 through 7;

THENCE South 00 degrees 00 minutes 00 seconds East, along said East line of the West, 15.00 feet of Lots 3 through 7, a distance of 440.28 feet to a line drawn from a point on the West line of Lot 32 in Block 13, said point being 25.00 feet North of the southwest corner thereof, easterly to a point on the East line of the West, 15.00 feet of said Lot 7, said point being 24.72 feet North of the South line of said Lot 7;

THENCE North 89 degrees 53 minutes 04 seconds West, along the last described line, a distance of 90.53 feet to a line, 268.11 feet East, from and parallel with the West line of Lots 32 through 36 in said Block 13;

THENCE North 00 degrees 01 minute 08 seconds West, along said parallel line, a distance of 440.21 feet to the westerly extension of the South line of the North, 35.00 feet of said Lot 3;

THENCE South 89 degrees 55 minutes 44 seconds East, along the last described line, a distance of 90.67 feet to the point of BEGINNING, in Cook County, Illinois.

Together with and subject to terms and provisions of that Declaration of Easements for Ingress, Egress, and Access dated June 30, 2010 and recorded August 10, 2010 as Document No.

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1022256015, as amended by Amendment to Declaration of Easements for Ingress, Egress and Access to be recorded with Cook County Recorder of Deeds.

Together with and subject to terms and provisions of that Declaration of Easements for Ingress, Egress and Access and for Maintenance of Stormwater Facilities dated as of August 24, 2012 and being recorded.

Property of Cook County Clark's Office