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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 12:23 PM Pg: 1 of 9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Barbara S. Russell, Paralegal Specialist (860) 240-2844

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bingham McCutchen LLP
One State Street
Hartford, Connecticut 06103

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
TR Greenspoint LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1200 N LaSalle St., Ste 1750 Chicago IL 60602 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
N/A DEBTOR LLC Delaware 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. 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
Aetna Life Insurance Company

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
151 Farmington Avenue, RTAA Hartford CT 06156 USA

4. This FINANCING STATEMENT covers the following collateral:
All of the collateral more particularly described in Schedule A attached hereto, relating to real property located in Cook County, Illinois and more particularly described in Exhibit A attached hereto.

This financing statement covers, among other collateral, goods which are or are to become fixtures and is to be recorded in the real property records.

Box 400-CTCC

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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) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Aetna/Greenspoint I/Barrington To be recorded with the Cook County Recorder's Office.

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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 TR Greenspoint LLC		
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. <u>SEE INSTRUCTIONS</u>	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 A 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):

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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SCHEDULE A

DEBTOR: TR GREENSPOINT LLC

SECURED PARTY: AETNA LIFE INSURANCE COMPANY

A. All of Debtor's right, title and interest in and to (1) the land described in **Exhibit A-1** and **Exhibit A-2** attached hereto (the "**Land**"), which is located in the City of Hoffman Estates, County of Cook, State of Illinois, (2) all buildings, structures and other improvements now or hereafter situated on the Land (collectively, the "**Buildings**"), (3) all fixtures now or hereafter situated in or on, or attached to, the Land or any of the Buildings and owned by Debtor (collectively, the "**Fixtures**"), and (4) all trees, shrubbery, crops and other plantings now or hereafter grown on the Land.

B. All right, title and interest of Debtor (as owner, chattel lessee or otherwise), whether vested or contingent and whether now owned or hereafter acquired, in and to (1) all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, (2) all equipment, machinery, appliances, furniture, furnishings, fittings, apparatus, supplies and other tangible personal property now or hereafter situated in or on, or attached to, the Land or any of the Buildings (all of the property described in this clause (2) or in the immediately preceding clause (1) being collectively referred to as the "**Equipment**") (the Buildings, the Fixtures and the Equipment being collectively referred to as the "**Improvements**"), (3) any and all oil, gas and other minerals now or hereafter situated in, on, under or about, or produced from or allocated to, the Land, and (4) any and all plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land, the Improvements or any business or other operations now or hereafter conducted therein or thereon.

C. All right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all streets, roads, sidewalks, alleys, ways, passages, public places, vaults, water courses, levees, ditches, wells, reservoirs, strips and gores adjoining or otherwise providing access to, or used or intended to be used in connection with, the Land, any of the Improvements or any other part of the collateral described herein, and the land lying in the bed thereof.

D. All right, title and interest of Debtor in and to all easements, rights-of-way and other rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including development, declarant, lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, mineral and subsurface rights), privileges, claims, franchises, licenses, profits, tenements, hereditaments, reversions, remainders and appurtenances now or hereafter belonging, relating, appertaining or allocated to the Land, the Improvements or any other part of the collateral described herein.

E. All right, title and interest of Debtor in and to, and all rights, powers, privileges and benefits of Debtor in, to and under:

Schedule A-1

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(1) All leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements and similar arrangements, whether oral or written, now or hereafter relating to all or any part of the Land, any of the Improvements or any other part of the collateral described herein (collectively, the “Leases”) (all present and future lessees, tenants, concessionaires, licensees, occupants and other users of all or any part of the collateral described herein under any of the Leases being collectively referred to as the “Tenants”), including any subleases under any of the other Leases, any tenancies following attornment and any use and occupancy arrangements created pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (as amended from time to time, the “Bankruptcy Code”), or pursuant to any other provision of the Bankruptcy Code or any other present or future law relating to bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, conservatorship, receivership or similar relief for debtors; and

(2) Any and all presently effective and future guaranties and other surety arrangements of, for or otherwise relating to any of the Leases (collectively, the “Lease Guaranties”) (all present and future guarantors and other sureties under any of the Lease Guaranties being collectively referred to as the “Lease Guarantors”); and

(3) Leases, licenses, easements and/or other rights in or to and/or agreements relating to any off-site parking necessary, required or desirable in connection with Leases or for the use of the collateral described herein

F. All right, title and interest of Debtor in and to, and all rights, powers, privileges and benefits of Debtor with respect to, any and all present and future security for, under or otherwise relating to any of the Leases or any of the Lease Guaranties, whether arising by statute, by agreement or otherwise (collectively, the “Security”), including property of any Tenant or any Lease Guarantor and cash deposits, advance rentals and deposits and payments of a similar nature, together with all rights of Debtor and any other person claiming under Debtor to collect, hold, return and retain the Security; provided, however, that Debtor shall be permitted, and is hereby granted a revocable license, until the occurrence of any Event of Default (as defined in that certain Mortgage Assignment of Rents, Security Agreement and Fixture Filing by Debtor to Secured Party (as the same may from time to time hereafter be modified, supplemented or amended, the “Mortgage”), to collect, hold, return and retain the Security, but only in accordance with applicable laws and agreements, (subject, however, to the provisions of any lockbox, escrow, rental collection, cash management, direct pay or similar agreements relating to the security now or hereafter in effect), which permission and license shall automatically and immediately terminate, without notice to Debtor and without the necessity of any other action by any person, upon the occurrence of any Event of Default but shall automatically and immediately be reinstated upon the cure of such Event of Default.

G. All rents, royalties, issues, profits, revenues, income and other money and benefits (including non-cash consideration) of and from the Land, any of the Improvements, any other part of the collateral described herein or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor,

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whether now or hereafter payable or accruing and whether now or hereafter deliverable (collectively, the “**Rents**”), including (1) all money and other consideration from time to time paid, payable or accruing, or from time to time delivered or deliverable, to or for the benefit of Debtor, or to which Debtor otherwise may be entitled, under or in connection with any of the Leases or any of the Lease Guaranties (including cancellation or termination payments and damages payable in connection with any default), and (2) all money and other consideration from time to time paid, payable or accruing, or from time to time delivered or deliverable, by or on behalf of any other licensees, invitees, guests, customers, occupants or other users of any such collateral, together with all rights of Debtor and any other person claiming under Debtor to collect and use the Rents; provided, however, that Debtor shall be permitted, and is hereby granted a revocable license, until the occurrence of any Event of Default and after any Event of Default has been cured, to collect the Rents as, but not before, they become due and payable (subject, however, to any lockbox, escrow, rental collection, cash management, direct pay or similar agreements relating to the Rents now or hereafter in effect), which permission and license shall automatically and immediately terminate, without notice to Debtor and without the necessity of any other action by any person, upon the occurrence of any Event of Default but shall automatically and immediately be reinstated upon the cure of such Event of Default.

H. All right, title and interest of Debtor (whether as seller, purchaser or otherwise) in and to (1) all presently effective and future agreements for purchase and sale or other transfer of all or any part of the collateral described herein, (2) all down payments, earnest money deposits and other money or security paid or payable or deposited or to be deposited in connection with any such agreement, (3) all proceeds of any sale, assignment or other disposition of all or any part of the collateral described herein or any rights thereto or any interest therein, and (4) all proceeds of any other conversion of any such collateral, rights or interest into cash or any liquidated claim.

I. All right, title and interest of Debtor in and to (1) all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively “**Compensation**”), made or payable at any time in connection with any fire, casualty or other damage or loss to all or any part of the collateral described herein, or in connection with any condemnation or eminent domain proceeding relating to all or any part of the collateral described herein (any such proceeding being referred to in this Mortgage as a “**Condemnation Proceeding**”) or any damage to or taking of all or any part of the collateral described herein or any rights thereto or any interest therein in connection with any condemnation or exercise of the power of eminent domain (or any conveyance in lieu of or under threat of any such taking), including any Compensation for change of grade of streets or any other injury to or decrease in value (any such damage, taking or conveyance being referred to in the Mortgage as a “**Taking**”), (2) all refunds and rebates of, or with respect to, any Insurance Premiums (as hereinafter defined), Impositions (as hereinafter defined) or other utility charges relating to the collateral described herein, and any interest thereon, and (3) all unearned or prepaid Impositions and utility charges, any deposits with respect thereto and any interest thereon.

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J. All accounts, accounts receivable, books and/or records (whatever form) option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions, rights in action and other intangible personal property now or hereafter arising from or relating to all or any part of the collateral described herein or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor (including all rights of Debtor in and to any and all contracts and bonds relating to operation, maintenance, construction, renovation, restoration, repair, management or security of all or any part of the collateral described herein or any such business or other operations).

K. All proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of or to all or any part of the collateral described herein or any interest therein.

L. All further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the collateral described above and any rights or interests appurtenant thereto.

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EXHIBIT A-1

Legal Description for 2800 Greenspoint Parkway, Hoffman Estates, Illinois

LOT 1 IN GREENSPPOINT OFFICE PARK, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1988 AS DOCUMENT 88355051, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS FOR GREENSPPOINT OFFICE PARK PROPERTY OWNERS' ASSOCIATION EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1985 AND KNOWN AS TRUST NO. 109650, GREENSPPOINT OFFICE PARK PROPERTY OWNER'S ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND THE FIRST NATIONAL BANK OF CHICAGO, DATED JULY 25, 1989, AND RECORDED JULY 26, 1989, AS DOCUMENT NO. 89342002, AND AMENDED BY AMENDMENT RECORDED AS DOCUMENT NUMBER 96338822, CERTIFICATE RECORDED AS DOCUMENT NUMBER 96338824 AND SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 98754779 IN, ON, OVER, UPON AND UNDER CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN FOR PUBLIC AND PRIVATE UTILITY PURPOSES, INGRESS AND EGRESS FOR THE BENEFIT OF THE INDIVIDUAL PARCEL OWNERS AND THEIR GUESTS AND INVITEES, OVER, UPON AND ACROSS DRIVEWAYS, PRIVATE STREETS AND PATHS.

Address: 2800 W. Greenspoint Parkway (a/k/a 2800 W. Higgins Road),
Hoffman Estates, Illinois

PIN: 06-01-200-021-0000

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EXHIBIT A-2

Legal Description for 2300 N. Barrington Road, Hoffman Estates, Illinois

PARCEL 4:

LOT 1 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 4 AS CREATED BY DEED RECORDED DECEMBER 27, 1985 AS DOCUMENT 85341166, AND AS SHOWN ON THE PLAT OF BARRINGTON POINTE SUBDIVISION AFORESAID OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27, 1941 AS DOCUMENT 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8, 1932 AS DOCUMENT 11113016; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF BARRINGTON ROAD BEING A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957, AS DOCUMENT 16916933; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.0 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE BEING A LINE 80.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 195.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE 54.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 130.03 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 54.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 130.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NON-EXCLUSIVE EASEMENT FOR DETENTION, RETENTION AND STORM SEWERS, DRIVEWAY, PARKING AND INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 4 AND OTHER PROPERTY AS CONTAINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 87105425 AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT 87310605.

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PARCEL 7:

OUTLOT A IN BARRINGTON POINTE RESUBDIVISION NO. 1 IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1996 AS DOCUMENT NO. 96808122, IN COOK COUNTY, ILLINOIS.

Address: 2300 N. Barrington Road, Hoffman Estates, Illinois

PIN: 06-01-200-015-0000

06-01-200-031-0000

Property of Cook County Clerk's Office

Exhibit A-3