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13. This FINANCING STATEMENT is to be filed [for record] (or recorde REAL ESTATE RECORDS (if applicable)	covers timber to be	cut covers as	s-extracted	collateral is filed as	

17. MISCELLANEOUS:

EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:

RP HYDE PARK, LLC,

a Delaware limited liability company

c/o Antheus Capital 40 N. Dean Street

2nd Floor

Englewood, New Jersey 07631

SECURED L'ARTY:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a

Texas corporation,

THE UNITED STATES LIFE INSURANCE COMPANY IN THE

CITY OF NEW YORK, a New York corporation, AMERICAN HOME ASSURANCE COMPANY,

a New York corporation, and

NATIONAL UNION FIRE INSURANCE COMPANY OF

PICTSBURGH, PA., a Pennsylvania corporation

c/o A G Investments

777 South Figueroa Street, 16th Floor Los Angele, California 90017-5800

Attention: Director-Mortgage Lending and Real Estate

Continuation of Item 4:

All of Debtor's right, title, interest and estate in and to the "Property", the "Chattels," the "Intangible Personalty" and the "Collateral" (as each term is defined below):

- All of Debtor's right, title, interest and estate in and to and under any of Property. I. the following, whether now owned or hereinafter acquired by Debtor:
 - the Land; (a)
 - all Improvements; (b)
- all Leases and all guaranties thereof and security deposits or (c) other security provided in connection therewith;
 - all of the Gross Revenue; (d)
- all (i) water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated), (ii) ditches and ditch rights, (iii) spring and spring rights, (iv) reservoir and reservoir rights and (v) shares of stock or other interests in, to or under any water, ditch and canal

companies and all other evidence of such rights, that are appurtenant to or that have been used in connection with the Land or the Improvements;

- (f) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
- actually or constructively attached, and including, without limitation, all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under the Land or the Improvements and used or usable in connection with any present or future ownership, operation or maintenance thereof, including, without limitation, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, cooking, and communications apparatus, boilers, water heaters, ranges, furnaces, and burners, appliances, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, and all additions thereto and replacements therefor, and all personal and intangible property necessary for or used in connection with the Property (excluding, however, any of the foregoing to the extent owned by a tenant under a Lease for so long as the same do not become property of Debtor under such Lease);
- (h) all development rights associated with the Land or the Improvements, whether previously or subsequently transferred to the Land or the Improvements from other real property or now or hereafter susceptible of transfer from the Land or the Improvements to other real property, including, without limitation, all development rights appurtenant to the Land or the Improvements under any applicable zoning and other laws and regulations;
 - (i) all Permits;
- (j) all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any of such property;
- (k) all other and greater rights and interests of every nature in the Land and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor;
- (l) all contract rights with respect to, or that may in any way pertain to, the foregoing and all refunds, rebates, security deposits or other expectancy under or from any such account or contract right;
 - (m) any Access Agreement;
- (n) the balance of the property interests associated with the Land and the Improvements to the extent not already included in this definition of "Property";
 - (o) all insurance proceeds in respect of the foregoing Property; and

- all proceeds of each and every of the foregoing. (q)
- Chattels: All of Debtor's right, title, interest and estate in and to the following (collectively, the "Chattels"):

All goods (including, without limitation, all "Goods" as defined in the UCC, fixtures (including, without limitation, all "Fixtures" as defined in the UCC), inventory (including, without limitation, all "Inventory" as defined in the UCC), equipment (including, without limitation, all "Equipment" as defined in the UCC), building and other materials, supplies, and other tangible personal property of every nature (but excluding all chattels, "trade fixtures" and personal property of the tenants under Leases that is not and does not become the property of Debtor under the Leases and all personal property leased or licensed by Debtor pursuant to equipment leases, license agreements or other agreements with third parties), whether now owned or hereafter acquired by Debtor, used, intended for use, or reasonably required in the construction, development, operation or maintenance of the Property, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof.

Intangible Property. All of Debtor's right, title, interest and estate in and to the III. following (collectively, the "Intangible Personalty"):

The trademarks and trade names and symbols or logos, or any modifications or variations thereof, used in connection with the operation of the Improvements, together with all accounts, deposit accounts, letter of credit rights, investment property, monies in the possession of Secured Party (including without limitation proceeds from insurance, retainages and deposits for taxes and insurance), Permits, contract rights (including) without limitation, rights to receive insurance proceeds) and general intangibles (whether now owned or hereafter acquired, and including proceeds thereof) relating to or arising from Debtor's ownership, use, operation, leasing or sale of all or any part of the Property, specifically including, out in no way limited to, any right that Debtor may have or acquire any development rights from the Property to other real property, and any such development rights that may be so transferred (excluding, however, any intangible property owned by any tenant under any Lease that is not and coes not become the property of Debtor under such Lease).

All of Debtor's right, title, interest and estate in and to any part of the Collateral. Property, the Chattels and the Intangible Personalty that may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (collectively, the "Collateral").

Definitions:

- Means any reciprocal easement agreement, unilateral easement "Access Agreement": agreement, access agreement, right of way agreement or similar agreement affecting the Land or the Improvements.
- "Affiliate": Means, with respect to a specified Person, (a) any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person, (b) any Person that is an officer, director, partner, manager, employee, or

trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner, manager or trustee, or with respect to which the specified Person serves in a similar capacity, (c) any Person that, directly or indirectly, has an ownership interest in the specified Person to the extent such ownership interest consists of publicly traded stock, (d) any Person (excluding any entities whose stock is publicly traded) in which the specified Person has an ownership interest, (e) the spouse, issue, sibling, parent or grandparent of the specified Person, (f) Guarantor, if the specified Person is Debtor or any Debtor Owner Person, (g) Debtor, if the specified Person is Guarantor or any Debtor Owner Person, (h) any Debtor Owner Person, if the specified Person is Debtor, Guarantor or any other Debtor Owner Person, 2 (d) (i) any Person that would constitute an Affiliate of any such Person described in clauses (a) through (h) above.

"Control": Mars, with respect to any Person, either (i) ownership, directly or indirectly, of greater than fifty percent (50%) of the ownership interests in such Person or (ii) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. This definition is to be construed to apply equally to variations of the word "Control" including, without limitation, "Controlled", "Controlling" or "Controlled by".

"Gross Revenue": Means all payments and other revenues (exclusive, however, of any payments attributable to sales taxes) received by or on behalf of Debtor or paid at the direction of from all sources related to the ownership or operation of the Property, including, but not limited to, rents, fees, income, receipts, revenues, issue, profits, advances, rebates, prepaid rents, lease termination payments, parking fees, interest, security deposits (to the extent that such security deposits are applied to tenant obligations or are no longer subject to being returned to the applicable tenant), business interruption insurance proceeds, operating expense pass-through revenues, direct expense reimbursements and common area maintenance charges, for the relevant period for which the calculation of Gross Revenue is being made.

"Guarantor" or "Guarantors": Means, collectively, Lyrica: Antheus Realty Partners III, L.P., a Delaware limited partnership, and Lyrical-Blue Realty Partners, L.P., a Delaware limited partnership and David Gefsky and Eli Ungar (as Springing Guarantor), pursuant to Section 25 of the Guaranty Agreement), or such replacement Guarantor approved by Secured Party in accordance with Section 4.30 or Section 5.4(d) of the Mortgage.

"Guaranty Agreement": Means the Guaranty Agreement and Springing Guaranty Agreement, dated as of the date hereof, executed by Guarantor for the benefit of Secured Party is the same may be modified, amended, supplemented or replaced from time to time.

"Improvements": Means collectively, all buildings, structures, fixtures, and other improvements now or hereafter located on the Land.

"Land": Means, collectively, the property described on <u>Exhibit B</u> and any land lying between the boundaries of such tract or tracts and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed, and any tidelands or filled lands within the boundaries described on <u>Exhibit B</u>, as well as all rights-of-way, easements, Access Agreements and other appurtenances thereto.

- "Leases": Means any and all present and future leases, subleases, licenses and other use and occupancy agreements under the terms of which any Person other than Debtor has or acquires any right to occupy or use the Property, or any part thereof, excluding utility and other easements that are Permitted Exceptions.
- "Mortgage": Means the Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents of even date herewith by Debtor in favor of Secured Party.
- "Debtor Control Persons": Means, collectively, (i) Debtor, (ii) Guarantor, (iii) RP Hyde Park Holdings LLC, (iv) Lyrical-Antheus GP III, LLC, (v) Lyrical-Blue GP, LLC, (vi) Lyrical-Antheus Management, L.P., and (vii) Lyrical-Antheus Management GP, LLC, and (v) any other Person that Controls, directly or through one or more intermediaries, any of the Persons set forth in the preceding, clause (i), (ii), (iii) or (iv) and any Person that is a managing member, manager, general partner or other Person that Controls such controlling Person or intermediary.
- "Debtor Owner Persons": Means, collectively, (i) Debtor, (ii) Guarantor, (iii) the Other Owner Persons, (iv) any Person that is a Debtor Control Person; and (v) any other Person that owns, directly or indirectly, through one or more intermediaries, any interest in any Person described in the preceding clause (i), (ii), (iii) or (iv).
- "Other Owner Persons": Means those parties identified as "Other Owner Persons" in the Organizational Certificate.
- "Organizational Certificate": Means the Certificate Concerning Governing Documents of even date herewith made by Debtor and Guarantor for the benefit of Secured Party.
- "Permits": Means all permits, licenses, certificates, tranchises and authorizations necessary or desirable for the development, ownership, use, occupancy, operation and maintenance of the Property and the conduct of the business of Debtor.
- "Permitted Exceptions": Means the matters set forth in Exhibit hattached to the Mortgage.
- "Person": Means any individual, corporation, association, joint stock company, trust, business trust, partnership, joint venture, limited liability company, real estate investment trust, unincorporated organization, or government or any agency or political subdivision thereof or any other entity (whether incorporated or unincorporated).
- "UCC": Means the Uniform Commercial Code in effect from time to time in the State of Illinois.

EXHIBIT B TO UCC FINANCING STATEMENT

PARCEL 1:

THAT PART OF BLOCK 3 IN CHICAGO BEACH ADDITION, A SUBDIVISION OF LOT A IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID FRACTIONAL SECTION 12, AND RUNNING;

THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF FRACTIONAL SECTION 12, SAID SOUTH LINE BEING ALSO THE CENTER LINE OF EAST HYDE PARK BOULEVARD, A DISTANCE OF 764.37 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE LAST LINE OF SAID BLOCK 3;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF BLOCK 3, SAID EAST LINE FORMED BY AN ANGLE OF 90 DEGREES 03 MINUTES 00 SECONDS TURNED TO THE RIGHT FROM SAID SOUTH LINE OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 12, A DISTANCE OF 521.63 FEET, TO THE POINT OF BEGINNING OF SAID HEREINAFTEL DESCRIBED LINE;

THENCE WEST ALONG A LINE FORMED BY AN ANGLE OF 89 DEGREES 57 MINUTES 00 SECONDS TURNED TO THE RIGHT FROM SAID EAST LINE OF BLOCK 3; A DISTANCE OF 50.00 FEET, TO A POINT ON A LINE PARALLEL WITH SAID EAST LINE OF BLOCK 3;

THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 19.63 FEET;

THENCE WEST ALONG A LINE FORMED BY AN ANGLE OF 90 DEGREES 03 MINUTES 00 SECONDS TURNED TO THE LEFT FROM THE PREVIOUSLY DESCRIBED PARALLEL LINE, A DISTANCE OF 250.00 FEET TO A POINT IN THE WEST LINE OF SAID BLOCK 3, (EXCEPTING THEREFROM THE SOUTH 22%.33 FEET OF BLOCK 3 AFORESAID) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 228.33 FEET OF BLOCK 3 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" OF BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5020-5050 South Lake Shore Drive, Chicago, Illinois 60615

PINS: 20-12-105-006-0000, 20-12-105-007-0000, 20-12-105-008-0000, 20-12-105-009-0000