

RECORDER'S OFFICE

STATE OF ILLINOIS  
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-2



99307865

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)  
 H and H - El Cajon  
 c/o TrizecHahn Office  
 Properties Inc.  
 500 West Madison Street,  
 Suite 3650  
 Chicago, IL 60661  
 PIN: 95-3835190

Secured Party(ies) and address(es)  
 The Equitable Life Assurance  
 Society of the United States  
 1290 Avenue of the Americas  
 New York, NY 10104

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4067/0277 51 001 Page 1 of 5  
 For Filing Officer  
 Date, Time, Number, and Filing Office)  
 1999-03-30 16:26:36  
 Cook County Recorder 31.50

1. This financing statement covers the following types (or items) of property:  
 See Schedule 1 Attached
2. (If collateral is crops) The above described crops are growing or are to be grown on:  
 (Describe Real Estate)
3. (If applicable) [The above goods are to become fixtures on...] ~~THIS SECTION DOES NOT APPLY TO THIS STATEMENT~~ ~~THIS SECTION DOES NOT APPLY TO THIS STATEMENT~~ (Strike what is inapplicable) - (Describe Real Estate)  
 See Attached Exhibit A

ASSIGNEE OF SECURED PARTY

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)  
 The name of a record owner is

RETURN TO:  
 CT CORPORATION SYSTEM-UCC DIVISION  
 1633 BROADWAY 23rd FLOOR  
 NEW YORK, NEW YORK 10019

4.  Products of Collateral are also covered.

*Handwritten signature:*  
 SYES  
 P/4  
 M/4

*Handwritten:* 540641-185 (PK)

1 Additional sheets presented.  
 Filed with Recorder's Office of Cook County, Illinois.

SEE SIGNATURE PAGE ATTACHED

By: \_\_\_\_\_  
 (Signature of (Debtor) (Secured Party)\*)

\*Signature of Debtor Required in Most Cases;  
 Signature of Secured Party in Cases Covered by UCC §9-402 (2).

(1) FILING OFFICER - ALPHABETICAL

STANDARD FORM— UNIFORM COMMERCIAL CODE— FORM UCC-2— REV. 4-73

This form of financing statement is approved by the Secretary of State.

END OF YEAR

Property of Cook County Clerk's Office

*[Handwritten scribbles]*

SCHEDULE 1

All personal property, equipment, fixtures, inventory, accounts, furniture, machinery, licenses, contracts, permits, leases, rents and security deposits of the Debtor as more particularly described on Annex I, attached hereto and made a part hereof relating to the property commonly known as Two North LaSalle, Chicago, IL as more particularly described on Exhibit A attached hereto and made a part hereof.

Property of Cook County Clerk's Office

CT01/DIGIL/55613.1

CT01/TORKS/52078.1

Two North LaSalle

ANNEX I FROM H AND H – EL CAJON, AS DEBTOR TO THE EQUITABLE ASSURANCE SOCIETY OF THE UNITED STATES AS SECURED PARTY

(a) All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the property described on Exhibit A hereto (the "Premises") or any part thereof and used or usable in connection with any present or future operation thereof including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors; but not including any trade fixtures of tenants under the Leases (as defined below) (the "Equipment");

(b) All fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with Premises; all buildings, structures and other improvements now or hereafter existing, erected or placed on or under the Premises, or in any way used in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof;

(c) all and singular the tenements, hereditaments, easements, rights of way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same and of, in and to every part and parcel thereof;

(d) all right, title and interest of Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

(e) All leases, license agreements, and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any part of the Premises, together with all options therefor and guarantees thereof, if any, and any and all amendments, modifications, extensions and/or renewals of the foregoing (the "Leases") and all rents, royalties, issues, profits, revenues, income and other benefits of the Premises arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits, and

PARCEL 1:

17 09 458 015 0000  
SUB LOTS 4 AND 5 (EXCEPT THE SOUTH 1 FOOT OF THE SUB LOT 5) OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1 FOOT OF SUB LOT 5 AND ALL OF SUB LOTS 6 AND 7 AND SO MUCH OF SUB LOT 8 AS LIES NORTH OF MADISON STREET; ALL IN BRADSTREETS SUBDIVISION OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN THE ASSESSOR'S DIVISION OF LOT 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE DESCRIBED AS THE EAST 1/2 OF SAID LOT 7 (EXCEPT THE NORTH 50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

SUB LOT 3 OF LOTS 5 AND 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 4 IN ASSESSOR'S DIVISION OF LOTS 5 AND 7 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

SUB LOTS 1, 2 AND 3 IN ALBERT G. BRADSTREETS SUBDIVISION OF LOT 8 IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

THE NORTH 50 FEET OF THE EAST 1/2 OF LOT 7 IN BLOCK 55 (THE SAID NORTH 50 FEET OF THE EAST 1/2 OF LOT 7 BEING ALSO KNOWN AS SUB LOT 1 IN THE ASSESSOR'S DIVISION OF SAID LOT 7 OF BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS