

"Agreement" means that certain Loan Agreement by and between Debtor and Secured Party dated as of the Closing Date.

"Appurtenant Rights" means all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, air rights, development rights and powers, and, to the extent now or hereafter owned by Debtor, all minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used in connection with, or located on, under or above the Land, or any part or parcel thereof, and all ground leases, subleases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof.

"Business Day" means any day other than (i) a Saturday or a Sunday, and (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or any jurisdiction in which the Facility, Cash Collateral Account or Collection Account is located, are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Cash Collateral Account" means the relevant cash collateral account and Sub-Accounts established pursuant to the Agreement.

"Closing Date" means the date upon which Secured Party makes the Loan pursuant to the Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"Collateral" means, collectively, the Accounts, Account Collateral, Additional Collateral, Appurtenant Rights, Equipment, General Intangibles, goods, Improvements, Instruments, Inventory, Leases, Land, Money, Permitted Investments, Permits (to the full extent assignable), Rents, investment properties, and letters of credit, and all Proceeds and products of any of the foregoing, all whether now owned or hereafter acquired, and all other property which is or hereafter may become subject to a Lien in favor of Secured Party.

"Collection Account(s)" means the relevant collection account(s) established pursuant to the Agreement.