

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



For Filing Officer (Date, Time, Number, and Filing Office)
0010509465

2847/0071 49 001 Page 1 of 6
2001-06-12 12:17:36
Cook County Recorder 31.50

COPY
Debtor(s) (Last Name) and address(es)
Fitzpatrick Chicago Holdings Inc.
687 Lexington Avenue
NEW YORK, NY 10022

Secured Party(ies) and address(es)
IIB Bank Limited, as Collateral Agent
91 Merrion Square
Dublin 2 Ireland

ASSIGNEE OF SECURED PARTY

1 This financing statement covers the following types (or items) of property:
[The Debtor's now owned and existing and hereafter acquired accounts, general intangibles, documents, instruments, equipment, inventory, general intangibles, documents, instruments, equipment, fixtures, investment property, deposit accounts, depository accounts and other personal property, wherever located, together with all proceeds thereof, including insurance proceeds] thereof, including without limitation, the property described on Exhibit A hereto. See Exhibit B attached hereto for legal description.

1 This is a fixture filing in real estate records.

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 [The above timber standing on...] [The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on...] (Strike what is inapplicable) (Describe Real Estate)

4 Products of Collateral are also covered.
 Additional sheets presented
File with Recorder's Office of Cook County, Illinois.

By: Fitzpatrick Chicago Holdings Inc.
Signature of (Debtor)
(Secured Party)*

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

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Property of Cook County Clerk's Office

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**EXHIBIT A TO UCC FINANCING STATEMENT
SHOWING FITZPATRICK CHICAGO HOLDINGS INC.,
AS DEBTOR
AND IIB BANK LIMITED, AS COLLATERAL AGENT,
AS SECURED PARTY**

This financing statement covers all of the following property and interests in property, whether now owned or existing or hereafter acquired or arising, and regardless of where located and to the full extent of Debtor's interest therein:

(A) all accounts now owned or hereafter created or acquired by Debtor and all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit); (iv) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges with respect thereto (whether or not yet earned by performance on the part of Debtor); (v) Debtor's rights in, to and under any interest in or claim under a policy of insurance which is a right to payment of a monetary obligation for healthcare goods or services, and (vi) all collateral security and guaranties of any kind given by any person with respect to any of the foregoing;

(B) all inventory, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, finished goods, raw materials, work in process and other materials and supplies (including packaging and shipping materials) used or consumed in the manufacture or production thereof and goods which are returned to or repossessed by Debtor;

(C) all general intangibles now owned or hereafter created or acquired by Debtor including, without limitation: (i) all agreements, leases, licenses and contracts to which Debtor is or may become a party; (ii) all obligations or indebtedness owing to Debtor (other than accounts) or other rights to receive payments of money from whatever source arising

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and all collateral security therefor; (iii) all tax refunds and tax refund claims; (iv) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications (the "Copyrights"); all renewals of any of the Copyrights; all income, royalties, damages and payments now or hereafter due and/or payable under any of the Copyrights (including the renewals thereof) or with respect to any of the Copyrights (including the renewals thereof), including, without limitation, damages and payments for past, present and future infringements of any of the Copyrights; the right to sue for past, present and future infringements of any of the Copyrights; and all rights corresponding to any of the Copyrights throughout the world; (v) all patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions (the "Patents"); the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the Patents; all income, royalties, damages and payments now or hereafter due and/or payable under any of the Patents (including the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof) or with respect to any of the Patents (including the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof), including, without limitation, damages and payments for past, present and future infringements of any of the Patents; the right to sue for past, present and future infringements of any of the Patents; and all rights corresponding to any of the Patents throughout the world; (vi) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of such items have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (the "Trademarks"); all renewals of the Trademarks; all income, royalties, damages and payments now or hereafter due and/or payable under any of the Trademarks (including the renewals thereof) or with respect to any of the Trademarks (including the renewals thereof) including, without limitation, damages and payments for past, present and future infringements of any of the Trademarks; the right to sue for past, present and future infringements of any of the Trademarks; all rights corresponding to any of the Trademarks throughout the world; and all goodwill associated with and symbolized by any of the Trademarks; (vii) all goodwill of Debtor; (viii) all choses in action and causes of action; and (ix) all trade secrets and other confidential information relating to the business of Debtor including, without limitation: the names and addresses of, and credit and other business information concerning, Debtor's past, present or future customers; the prices which Debtor obtains for its services or at which it sells merchandise; policies and procedures

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pertaining to the sale and design of equipment, components, devices and services furnished by Debtor; information concerning suppliers of Debtor; and information concerning the manner of operation, business plans, projections, and all other information of any kind or character, whether or not reduced to writing, with respect to the conduct by Debtor of its business not generally known by the public;

(D) all documents or other receipts covering, evidencing or representing goods now owned or hereafter acquired by Debtor including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

(E) all instruments, chattel paper and letters of credit, in which Debtor now has or hereafter acquires any rights, including, without limitation, all checks, drafts, notes, bonds, debentures and certificates of deposit;

(F) all equipment now owned or hereafter acquired by Debtor including, without limitation, all machinery, motor vehicles, trucks, trailers, vessels, aircraft, rolling stock and all other tangible personal property (other than inventory) and all parts thereof and all additions and accessions thereto and replacements therefor;

(G) all fixtures now owned or hereafter acquired by Debtor including, without limitation, plant fixtures, trade fixtures and business fixtures, wherever located, and all additions and accessions thereto and replacements therefor;

(H) all investment property now owned or hereafter acquired by Debtor including, without limitation, all securities (certificated and uncertificated), securities accounts, securities entitlements, commodity contracts and commodity accounts;

(I) all deposit accounts of Debtor maintained with any bank or financial institution and the contents thereof;

(J) all depository accounts, all cash and other property deposited therein from time to time and other monies and property of Debtor in the possession or under the control of Secured Party or any

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Senior Lender or any affiliate, representative, agent or correspondent of Secured Party or any Senior Lender;

(K) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the property described in subparts (A) - (J) above or are otherwise necessary or helpful in the collection thereof or realization thereon; and

(L) all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, all or any of the property described in subparts (A) - (K) above including, without limitation, all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any of the property described in subparts (A)-(K) above, and any condemnation or requisition payments with respect to any of the property described in subparts (A)-(K) above, in each case whether now existing or hereafter arising.

Except as otherwise defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code as in effect on the date hereof and as in effect from time to time in the State of Illinois.

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EXHIBIT B

PARCEL 1:

LOTS 4, 5, AND 6 IN HENRY WISCHEMEYER'S SUBDIVISION OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF THE EAST 15 FEET OF LOT 11 AND ALL OF LOT 12 IN LEGG'S SUBDIVISION OF SAID BLOCK 54, TOGETHER WITH LOTS 1, 2 AND 3 IN OGDEN AND LOMBARD'S SUBDIVISION OF THE ACCRETIONS LYING EAST OF AND ADJOINING SAID LOT 12, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS D, E, F, G, H AND I IN LILL'S CHICAGO BREWING COMPANY'S SUBDIVISION IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 166 EAST SUPERIOR STREET, CHICAGO, IL

TAX IDENTIFICATION NUMBERS:

17-10-200-020
17-10-200-021
17-10-200-063

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