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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/22/2003 03:17 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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 Envirotest Illinois, Inc				FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME				FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Environmental Systems Products Holdings Inc. 7 Kripes Road		CITY East Granby		STATE CT	POSTAL CODE 06026	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 2732784		<input type="checkbox"/> 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				FIRST NAME	MIDDLE NAME	SUFFIX
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		<input type="checkbox"/> 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 Credit Suisse First Boston, as Collateral Agent				FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME				FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 11 Madison Avenue		CITY New York		STATE NY	POSTAL CODE 10010	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit B which is attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

B. OPTIONAL FILER REFERENCE DATA
Cook County, IL - Junior

835428/7a

BOX 215

142
D7 8187287 Jobz

Property of Cook County Clerk'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

Envirotest Illinois, Inc.

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. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE12. 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, which is made a part hereof, for a description of the real property to which the collateral is related.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

The Debtor is the record owner.

16. Additional collateral description:

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 Estate18. 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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EXHIBIT A

~~Filmore~~
 Filmore, IL

PARCEL 1:

THE SOUTH 3/4 (EXCEPT THAT PART TAKEN FOR SOUTH CENTRAL AVENUE AND EXCEPT THE SOUTH 809 FEET OF SAID SOUTH 3/4) OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 17 COMMENCING ON THE WEST LINE OF CENTRAL AVENUE 666 FEET NORTH OF THE NORTH LINE OF WEST 12TH STREET; THENCE NORTH ALONG THE WEST LINE OF SAID CENTRAL AVENUE A DISTANCE OF 110 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF WEST 12TH STREET TO THE CENTER LINE OF THE EAST 1/4 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17; THENCE SOUTH ON SAID CENTER LINE A DISTANCE OF 110 FEET, THENCE EAST TO THE POINT OF BEGINNING IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5618 N Filmore

16 17 413010

16 17 413019

Chicago

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EXHIBIT B TO UCC-1

DEBTOR: Envirotest Illinois, Inc.
c/o Environmental Systems Products Holdings Inc.
7 Kripes Road
East Granby, Connecticut 06026

SECURED PARTY: Credit Suisse First Boston, as Collateral Agent
11 Madison Avenue
New York, New York 10010-3629

The name of the record owner of the real estate described on Exhibit A attached hereto is Envirotest Illinois, Inc., a Delaware corporation.

The collateral covered by the UCC-1 Financing Statement to which this Exhibit B is attached consists of all of the Debtor's estate, right, title and interest now owned or hereafter acquired in, to and under any and all the property (collectively, the "Collateral") described in the following paragraphs:

- (1) the fee interest in the real properties described on Exhibit A attached hereto, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land");
- (2) all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land (the "Improvements") (all such right, title and interest of Debtor in and to the Land together with the Improvements located thereon and such other property with respect thereto described in the foregoing paragraphs is herein called the "Property");
- (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities now owned or hereafter acquired by Debtor, whether or not situated in easements (the "Fixtures");
- (4) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (as hereinafter defined), now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Property (the "Personalty");
- (5) all reserves, escrows or impounds required under the Credit Agreement (as hereinafter defined) and all deposit accounts maintained by Debtor with respect to the Collateral;
- (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as

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hereinafter defined) a possessory interest in, or the right to use, all or any part of the Property, together with all related security and other deposits (collectively, the "Leases");

(7) all rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Property;

(8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements, in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Property;

(9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing;

(10) all property tax refunds;

(11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;

(12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above Property now or hereafter acquired by Debtor; and

(13) any awards, damages, remunerations, reimbursements, settlements or compensation hereafter to be made by any governmental authority pertaining to any Land, Improvements, Fixtures or Personalty.

As used herein, the following capitalized terms have the meanings given below:

"Credit Agreement": means that certain Second Lien Credit Agreement, dated as of December 12, 2003, among Environmental Systems Products Holdings Inc., as borrower, the lenders listed on the signature pages thereof, as lenders, and Secured Party, as administrative agent, collateral agent and syndication agent.

"Person": means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof and any other entities of whatever nature.

"UCC": means the Uniform Commercial Code of the state in which the Property is located.