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Doc#: 0721431088 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/02/2007 02:34 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) 502-587-3400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LANDSERVICES USA BRENDA SEARS 22 N. CHURCH ST. SUITE 100 WEST CHESTER, PA 19380 31800	
Filed with: IL: Cook County Recorder	

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 HRH CHICAGO, LLC C/O BECKER LODGING MANAGEMENT CHICAGO, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 11780 U.S. HIGHWAY ONE, STE. 202		CITY PALM BEACH GARDENS	STATE GA	POSTAL CODE 33408	COUNTRY US
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 00567892	<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					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	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 HRHC DELAWARE, LLC C/O BECKER LODGING MANAGEMENT CHICAGO LLC					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 11780 U.S. HIGHWAY ONE, STE. 202		CITY PALM BEACH GARDENS	STATE FL	POSTAL CODE 33408	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:
All the property described on Exhibit B attached hereto and made part hereof and relating to the real property described on Exhibit A attached hereto and made part hereof

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. 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) (ADDITIONAL FEE) (optional)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA MO144 MO690

IVCS-2777990
LL 70F7 DEC

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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 HRH CHICAGO, LLC C/O		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:
HRH CHICAGO, LLC C/O BECKER LODGING MANAGEMENT
CHICAGO, LLC

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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. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE	

12. 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 attached

16. Additional collateral description:

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

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 Estate

18. 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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UCC FINANCING STATEMENT ADDENDUM

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OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

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11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. 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
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EXHIBIT A

(Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

Real property in the City of **Chicago**, County of **Cook**, State of **Illinois**, described as follows:

Lots 10, 11, 12, 13, 14 and 15 in Block 7 in Fort Dearborn Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 230 N. Michigan Avenue, Chicago, Illinois

Permanent Index No. 17-10-303-024

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Loan No.: 62010
Debtor: HRH Chicago, LLC

EXHIBIT B
to
UCC FINANCING STATEMENT

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Collateral**") for use in connection with the occupancy and operation of the Property pursuant to that certain Operating Lease Agreement with St. George Hotel, LLC ("**St. George LLC**") and U.S. Bank, N.A. (as successor in interest to Firststar Bank, N.A.) ("**Land Trustee**") dated as of October 25, 2001, as amended by that certain First Amendment to Lease dated as of February 23, 2005, and as subsequently assigned by Land Trustee and St. George LLC to HRHC Delaware, LLC, a Delaware limited liability company ("**Borrower**") by that certain Bill of Sale, Assignment of Lease and Security Deposit, and General Assignment (the "**Assignment**") dated on or about as of even date herewith between Borrower, St. George LLC, and Land Trustee (collectively the "**Operating Lease**"), which Operating Lease is supplemented by that certain HTC Pass-Through Agreement between St. George LLC and Debtor dated as of October 25, 2001, as amended by that certain First Amendment to HTC Pass-Through Agreement dated as of February 23, 2005 and as subsequently assigned to Borrower pursuant to the Assignment (collectively, the "**HTC Pass-Through Agreement**"), and all additional rights therein which may, from time to time, be expressly made subject to the lien of this Security Agreement:

Improvements. The structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Property made by Debtor (the "**Improvements**");

(a) Fixtures and Personal Property. All FF&E (as defined in the Operating Lease) machinery, equipment, goods, inventory, consumer goods, furnishings, fixtures (including but not limited to all heating, air conditioning, plumbing, inventory, lighting, communications and elevator fixtures) and other personal property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Property and the Improvements, including without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, mini-bars, liquor and other drink dispensers, icemakers, kitchen equipment, radios, television sets, cable t.v. equipment, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, reservation systems and related computer software, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, cutlery and dishes, laundry machines, tools, machinery, engineers,

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dynamos, motors, boilers, incinerators, washers and dryers, other customary hotel equipment, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Property and the Improvements and the right, title and interest of Debtor in and to any of the personal property (as hereinafter defined) which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**") superior in lien to the lien of this Security Agreement and all proceeds and products of the above;

(b) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property and/or Collateral;

(c) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property and/or Collateral, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property and/or Collateral;

(d) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation proceeds of insurance and condemnation awards, into cash or liquidation claims;

(e) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and/or Collateral and to commence any action or proceeding to protect the interest of Borrower in the Property and/or Collateral;

(f) Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property and/or Collateral), certificates, instruments, franchises, franchise agreements, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Property and any part thereof other than the Lease Documents), specifically including, but not limited to, the following: (i) License Agreement dated as of June 28, 2001 between Hard Rock Café International (USA), Inc. and Debtor; (ii) Preferred Hotel Group Contract in USD for Hard Rock Hotel Chicago dated July 20, 2005 between Preferred Hotel Group, Inc. and Debtor, (iii) Hotel Management and Technical Consulting Services Agreement dated October 25, 2001, between Debtor and HRH Management (Chicago) LLC, an Illinois limited liability company ("**HRH Management**"), as assigned to Lifestar Hotels, LLC, a Delaware limited liability company ("**Lifestar**"), pursuant to that certain Assignment and Assumption of Hotel Management and Technical Consulting Services Agreement dated June 17, 2003 between HRH Management and Lifestar, as assigned to BLM-Chicago, LLC, a Michigan limited liability

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company (collectively, the "**Management Agreement**"); and (iv) Lease for Restaurant Space (the "**China Grill Lease**") between Debtor and China Grill-Chicago, LLC, a Delaware limited liability company, dated December, 2003, such agreements are collectively referred to as the "**Debtor Contracts**", and all right, title and interest of Debtor and Debtor therein and thereunder, including, without limitation, the right, upon the happening of a Lease Default (as such term is defined in this Security Agreement or any default hereunder, to all of Debtor's rights: (i) to receive monies due and to become due under or pursuant to the Debtor Contracts, (ii) and claims for damages arising out of or for breach of or default under the Debtor Contracts, (iii) to terminate, amend, supplement, modify or waive performance under the Debtor Contracts, (iv) to compel performance and otherwise to exercise all remedies thereunder; and (v) to the extent not included in the foregoing, in and to all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, substitutions, replacements and accessions of and to any and all of the foregoing; and

(g) Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to the Operating Lease, specifically including the Replacement Reserves (as defined in the Operating Lease), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms, and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance, or arising from the sale of any Property and/or Collateral or the rendition of services in the ordinary course of business or otherwise (whether or not earned by performance), together with any Collateral returned by or reclaimed from customers wherever such Collateral is located, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business activities thereon (collectively called the "**Intangibles**"); and

(h) Other Rights. Any and all other rights of Debtor in and to the Property and/or Collateral and any accessions, renewals, replacements and substitutions of all or any portion of the Collateral and all proceeds derived from the sale, transfer, assignment or financing of the Collateral or any portion thereof.