

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0930934039 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2009 11:20 AM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 22698 VARILEASE FINA

CT Lien Solutions 20780832  
P.O. Box 29071  
Glendale, CA 91209-9071 ILIL  
FIXTURE

File with: CC IL Cook+, IL

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  
**AGRI-BEST HOLDINGS, LLC**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
**4220 SOUTH KILDARE AVENUE CHICAGO IL 60632 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION  
**LLC** 1f. JURISDICTION OF ORGANIZATION  
**IL** 1g. ORGANIZATIONAL ID #, if any  
**00990248**  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  
**AGRI-BEST PROPERTIES, L.L.C.**

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS  
**4220 SOUTH KILDARE AVENUE CHICAGO IL 60632 USA**

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION  
**LLC** 2f. JURISDICTION OF ORGANIZATION  
**IL** 2g. ORGANIZATIONAL ID #, if any  
**00462071**  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  
**VFI SPV SL VII, CORP**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS  
**PO BOX 236 TROY MI 48099 USA**

### 4. This FINANCING STATEMENT covers the following collateral:

THIS IS A FIXTURE FILING COVERING EQUIPMENT AND PERSONAL PROPERTY LEASED BY VARILEASE FINANCE, INC. AS LESSOR TO AGRI-BEST HOLDINGS, LLC (CO-LESSEE), AGRI-BEST PROPERTIES, L.L.C. (CO-LESSEE) AND PROTEIN SOLUTIONS, LLC (CO-LESSEE) (CO-LESSEES HEREINAFTER REFERRED TO COLLECTIVELY, AS "LESSEE"). PURSUANT TO SCHEDULE NO. 01 TO A MASTER LEASE AGREEMENT DATED JUNE 26, 2009. THE EQUIPMENT AS DESCRIBED IN THE ATTACHED EXHIBIT A IS OR MAY BECOME A FIXTURE TO THE REAL PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT B. THE OWNER/MORTGAGEE WAIVER RELATING TO THE REAL PROPERTY IS ATTACHED AS EXHIBIT C. THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF COOK COUNTY, STATE OF ILLINOIS. THE OWNER OF RECORD IS 4220 KILDARE, LLC. THE ADDRESS OF THE REAL PROPERTY IS 4220 SOUTH KILDARE AVENUE, CHICAGO, IL 60632 PARCEL ID NO. 19032000190000 THIS FILING IS FOR PRECAUTIONARY AND INFORMATIONAL PURPOSES ONLY. THE PARTIES CONSIDER THIS TRANSACTION TO BE A TRUE LEASE. LESSEE HAS NO RIGHT TO SELL OR PLEDGE THE EQUIPMENT AND PERSONAL PROPERTY, IT IS OWNED BY LESSOR AND LEASED TO LESSEE.

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 (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
20780832

E  
M-NC  
P-7  
A/P

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

**10. MISCELLANEOUS****20780832-IL-31****22698 VARILEASE FINA**

File with: CC IL Cook+, IL 01

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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 <b>PROTEIN SOLUTIONS, LLC</b>				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS <b>4220 SOUTH KILDARE AVENUE</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60632</b>
11d. <u>SEE INSTRUCTION</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION <b>LLC</b>	11f. JURISDICTION OF ORGANIZATION <b>IL</b>	11g. ORGANIZATIONAL ID #, if any <b>01021699</b> <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:**

Description: See Attached Exhibit B. Parcel ID: 19032000190000

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

4220 Kildare, LLC

**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 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



Vendor	Invoice No.	Qty	Description	Serial #
Mettler-Toledo Safeline, Inc.	74165	1	Safeline PowerPhase single frequency metal detector 18" w x 5" h stainless steel	C00000000000000000000000002862402
Mettler-Toledo Safeline, Inc.	74165	1	Safeline PowerPhase single frequency metal detector 22" w x 5" h stainless steel	C00000000000000000000000002877602
Mettler-Toledo Safeline, Inc.	74803	1	Safeline PowerPhase single frequency metal detector Stainless steel 18" wide by 5" high	C00000000000000000000000002544601
Multivac, Inc.	4300012454	1	Basic Machine Multivac Packaging machine model R 140 fully automatic stainless steel horizontal form, fill and seal roll stock packaging machine - packages steaks Vacuum Pump Cutting system Trim Removal Transport Tooling Safety Covers Machine Manuals Commissioning/Installation	120785
Robert Reiser & Co., Inc.	703974-FP	1	PPI200 Interleaver - portioner which attaches to PPI200 stacker	L13905-08002
Robert Reiser & Co., Inc.	703974-FP	1	PPI200 Stacker - automatically stacks product in uniform groups for packaging	L13904-08002
Robert Reiser & Co., Inc.	0960632T3	1	Reiser-Fomaco double head injector model FGM88DC M3 touch screen control system self balancing centrifugal pump 20-70 strokes per minute 2.36" (60mm) maximum advance 29 1/2 (750mm) wide conveyor 8" (200mm) maximum product height pneumatic stripper system self cleaning FM80 filter Automatic washing program One set of needles PFS rotary filter/brine tank	11998
Robert Reiser & Co., Inc.	0960632T2	1	Repak RE25/5.5 Horizontal form, fill and seal vacuum packaging machine	2500147
Robert Reiser & Co., Inc.	703974-FP	1	Vemag LPG 208 Sausage Length portioning machine	208-0100
Robert Reiser & Co., Inc.	0960632T1	1	Vemag MMP220 Portioner	220 2020
Robert Reiser & Co., Inc.	0960632T1	1	Vemag Process Check	E010149
Robert Reiser & Co., Inc.	0960632T4	1	Vemag Smart Conveyor	709-0027
Weiler and Company, Inc	PC227844 1	1	AMFEC combo dumper	09-165
Weiler and Company, Inc	PC227844 1	1	MG1107/210A mixer/grinder with bone collection (includes controls)	09-164
Weiler and Company, Inc	PC227844 1	1	MH40 Piranha metering hopper	07-109U1
Weiler and Company, Inc	PC227844 1	1	RSBF02 Piranha meat grinder with controls	09-1002U1
Weiler and Company, Inc	PC227844 1	1	Spare parts for mixer/grinder	

together with all additions, alterations, accessions and modifications thereto and replacements of any part thereof, and substitutions therefore, all accessories, and attachments, in whole or in part. Any related software (embedded therein or otherwise), all intangibles and other rights associated with such equipment, including without limitation any licenses to use or own such equipment, any manufacturer's or other warranties with respect to such equipment, all goods, refunds, rebates, remittances, insurance and insurance proceeds, and all rights related thereto, and other property or rights to which the Lessee may be or become entitled by reason of Lessee's interest in the equipment, software or personal property.

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Exhibit B

A TRACT OF LAND BEING A PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD, AND THE WESTERLY RIGHT OF WAY OF KILDARE BOULEVARD, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 667.66 FEET TO THE NORTHERLY RIGHT OF WAY OF 44<sup>TH</sup> STREET; THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 1607.26 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, PER DOCUMENT NUMBER 17307420; THENCE NORTH 10 DEGREES 12 MINUTES, 59 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 678.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES, 40 MINUTES, 59 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 24.41 FEET; THENCE SOUTH 10 DEGREES, 12 MINUTES, 59 SECONDS EAST A DISTANCE OF 132.76 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 309.62 FEET AND A CHORD BEARING SOUTH 35 DEGREES 17 MINUTES, 15 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 59.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 302.00 FEET AND CHORD BEARING SOUTH 54 DEGREES 57 MINUTES 01 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 151.27 FEET; THENCE SOUTH 67 DEGREES, 59 MINUTES, 30 SECONDS EAST, A DISTANCE OF 49.29 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING 79 DEGREES 02 MINUTES 55 SECONDS EAST, THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 111.83 FEET; THENCE SOUTH 89 DEGREES, 39 MINUTES, 35 SECONDS EAST A DISTANCE OF 93.50 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 556.00 FEET AND A CHORD BEARING NORTH 36 DEGREES, 43 MINUTES, 18 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 74.53 FEET; THENCE NORTH 31 DEGREES 42 MINUTES 03 SECONDS EAST A DISTANCE OF 70.83 FEET THENCE NORTH 00 DEGREES 00 MINUES 00 SECONDS WEST A DISTANCE OF 287.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 1130.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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## Exhibit C

### Real Property Waiver MASTER LEASE AGREEMENT DATED June 26, 2009 ("MLA")

Varilease Finance, Inc., 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121 ("Lessor") has or is about to lease to Agri-Best Holdings, LLC as Co-Lessee, Protein Solutions, LLC as Co-Lessee and Agri-Best Properties, L.L.C. as Co-Lessee (Co-Lessees hereinafter referred to collectively, as "Lessee") pursuant to the terms of the MLA equipment consisting of Reiser Fomaco Double Head Injector, AMFAC Cozzini Line Injection System, Cozzini CBC UV Light Belt Conveyor and Multivac R140 ("Personal Property").

Some or all of the Personal Property may now or hereafter be located at 4220 South Kildare Avenue, Chicago, Illinois 60632 (the "Premises") in which the undersigned (the "Claimant") may have an interest by virtue of a deed, lease, mortgage or other instrument.

For good and valuable consideration, Claimant hereby irrevocably and unconditionally disclaims any and all interest, lien, claim or right in and to the Personal Property whether existing now or arising in the future. Claimant agrees that the Personal Property may be affixed to the Premises and that the Personal Property is to remain personal property notwithstanding, and that title thereof shall remain at all times in Lessor. Claimant agrees not to restrain or interfere with Lessor's removal and disposition of the Personal Property for any reason, or require any bond or court order to remove the Personal Property. Claimant further agrees that upon reasonable prior notice, Lessor may enter the Premises and inspect, maintain, store, dispose and remove the Personal Property with the understanding that: (a) Lessor shall pay for the cost of any damage to the Premises caused by Lessor's storage, disposition and removal of the Personal Property; (b) Lessor shall cap at its own expense all utility connections upon removal of the Personal Property, provided that any such work shall be performed in compliance with all applicable laws; (c) Lessor shall add Claimant as an additional insured on Lessor's general liability insurance policy to the extent of Claimant's interest in the Premises; and (d) Lessor shall remove the Personal Property within fifteen (15) days after receipt of Claimant's written request. If Lessor fails to remove the Personal Property within such 15-day period, however, the Personal Property may remain on the Premises for up to three (3) months provided that Lessor timely makes monthly base rent payments on behalf of Lessee. Such monthly base rent payments will be equal to the then scheduled monthly base rent payment due by Lessee under its lease of the Premises with Claimant (the "Real Property Lease") a copy of which is attached hereto and made a part hereof. In the event Lessor is unable to obtain or retain possession and control of the Personal Property by virtue of bankruptcy proceedings involving the Lessee, Lessor's right to use the Premises shall be extended for a reasonable period to permit Lessor to obtain or retain possession of the Personal Property provided that such additional period of time shall not exceed sixty (60) days. During any period of time that Lessor is in occupancy of the Premises, Lessor shall comply with all terms and conditions of the Real Property Lease. Claimant agrees to promptly provide Lessor with written notice if Claimant takes possession of the Premises.

This waiver constitutes the entire agreement between the parties, and its terms may not be modified except in writing signed by Claimant and Lessor. Each party represents it has the authority to enter into this waiver. This waiver is binding upon the assigns, representatives and successors of Claimant (including any mortgagees, sublessees and parties claiming an interest in the Premises through Claimant); and inures to the benefit of their assigns, representatives and successors of Lessor.

LESSOR:  
VARILEASE FINANCE, INC.  
By: *Ashley Cooper*  
Title: SVT  
Date: 7/29/09

CLAIMANT:  
4220 KILDARE, LLC  
By: *John Daley*  
Title: MANAGER  
Date: 7/17/09

#### LESSEE'S CONSENT

The undersigned, Lessee, hereby consents to the foregoing in its entirety; and waives any claims against Claimant and Lessor for complying with the terms of the foregoing waiver.

LESSEE:  
AGRI-BEST HOLDINGS, LLC  
By: SQUARE VENTURES, LLC  
Its Manager  
By: *[Signature]*

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Boleslaw Kulach aka Bill Kulach, Manager


(Additional Signatures on Page 2)

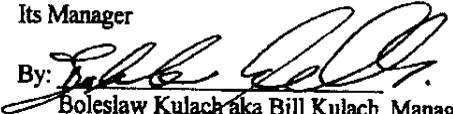
LESSEE  
PROTEIN SOLUTIONS, LLC  
By: AGRI-BEST HOLDINGS, LLC  
Its Manager

LESSEE  
AGRI-BEST PROPERTIES, L.L.C.  
By: AGRI-BEST HOLDINGS, LLC  
Its Manager

By: SQUARE VENTURES, LLC  
Its Manager

By: SQUARE VENTURES, LLC  
Its Manager

By:   
Boleslaw Kulach aka Bill Kulach, Manager

By:   
Boleslaw Kulach aka Bill Kulach, Manager

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