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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/19/2010 10:04 AM 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)

Greenberg Traurig LLP
3290 Northside Parkway
Suite 400
Atlanta, Georgia 30327
Attn: Cindy J.K. Davis, Esq.

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

Koch Meat Co., Inc., a/k/a Koch Meat Company, Inc., d/b/a Koch Poultry Co., d/b/a Koch Foods of Chicago

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1300 West Higgins Road

CITY

Park Ridge

STATE

IL

POSTAL CODE

60068

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

corporation

1f. JURISDICTION OF ORGANIZATION

Illinois

1g. ORGANIZATIONAL I.D.#, if any

51202759

☐ 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

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 I.D.#, if any

☐ 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

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

245 Park Avenue, 37th Floor

CITY

New York

STATE

NY

POSTAL CODE

10167

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All collateral (including fixtures) described on Exhibit A attached hereto and incorporated herein by reference. The fixtures are located on real property described on Rider 1 to Exhibit A attached hereto.

The Debtor is the record owner of the real property.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOB ☐ 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

Cook County, Illinois

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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

KOCH MEAT CO., INC., a/k/a Koch Meat Company, Inc.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

KOCH MEAT CO., INC., an Illinois corporation, a/k/a Koch Meat Company, Inc., d/b/a Koch Poultry Co., d/b/a Koch Foods of Chicago, and d/b/a Koch Specialty Foods of Chicago

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — insert only one debtor 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 I.D.#, if any

☐ 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:

More particularly described on Rider 1 to Exhibit A attached hereto and incorporated by reference herein.

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

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

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EXHIBIT A TO UCC FINANCING STATEMENT BY AND AMONG

KOCH MEAT CO., INC., an Illinois corporation, a/k/a Koch Meat Company, Inc., d/b/a/Koch Poultry Co., d/b/a Koch Foods of Chicago, and d/b/a Koch Specialty Foods of Chicago
(**"DEBTOR"**)

AND

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
(**"SECURED PARTY"**)

All of the Debtor's right, title and interest in and to the following property (the **"Property"**), whether now owned or hereafter acquired:

All of Debtor's interest in (1) all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land as more particularly described on Rider 1 attached hereto and incorporated herein by reference (the **"Land"**) and all replacements thereof and additions thereto (collectively, the **"Improvements"**); the Land and Improvements are collectively referred to herein as the **"Premises"**), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to or installed in any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (collectively, the **"Fixtures"**), (3) all reserves, escrows or impounds required under that certain Credit Agreement, dated January 12, 2010 between Debtor, Koch Foods Incorporated, a Delaware corporation, and other affiliates of Debtor, as Borrowers, the lenders party thereto and Secured Party, as Administrative Agent (as amended, restated, or otherwise modified from time to time, the **"Credit Agreement"**), and all deposit accounts maintained by Debtor with respect to the Land and the Property (collectively, the **"Deposit Accounts"**), (4) all existing and future leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Credit Agreement) a possessory interest in, or the right to use or occupy, all or any part of the Land or the Property, whether made before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (as defined in the Credit Agreement), together with any extension, renewal or replacement of the same and together with all related security and other deposits (collectively, the **"Leases"**), (5) all of the rents, additional rents, revenues, royalties, income, proceeds, profits, early termination fees or payments, 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 Land or the Property or any part thereof, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the **"Rents"**), (6) 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 Land or the Property (collectively, the **"Property Agreements"**), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances

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appertaining to the foregoing, (8) all property tax refunds, utility refunds and rebates, earned or received at any time (collectively, the **"Tax Refunds"**), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (collectively, **"Proceeds"**), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (collectively, the **"Insurance"**), (11) all of Debtor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures (collectively, the **"Condemnation Awards"**), (12) all of Debtor's rights to appear and defend any action or proceeding brought with respect to the Land or the Property and to commence any action or proceeding to protect the interest of Debtor in the Land or the Property, (13) all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to claim for, receive, collect and receive all Rents payable or receivable under the Leases or pursuant thereto (and to apply the same to the payment of the Obligations (as defined in the Credit Agreement)), and to do all other things which Debtor or any lessor is or may become entitled to do under the Leases, and (14) all the property of every kind and description, whether real, personal or mixed, which at any time hereafter, by indenture or indentures supplemental hereto, and by other instruments of transfer, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to Secured Party, for the ratable benefit of itself and the other lenders party to the Credit Agreement, by or on behalf of Debtor, as and for additional or substitute security for the Obligations. As used herein, the term **"Property"** shall mean all or, where the context permits or requires, any portion of the above or any interest therein

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RIDER 1 TO EXHIBIT A

PARCEL 1:

LOT 4 IN THE FINAL PLAT OF SUBDIVISION OF MCCOOK INDUSTRIAL CENTER II FIRST RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2005 AS DOCUMENT 0523545101, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 8, 2005 AND RECORDED AUGUST 15, 2005 AS DOCUMENT 0522719099 FOR THE PURPOSE OF USE WITH RESPECT TO AMENITIES OVER THE FOLLOWING DESCRIBED LAND:

OUTLOTS A, B, C, D, AND E IN MCCOOK INDUSTRIAL CENTER II BEING A SUBDIVISION OF PART OF SECTION 10 AND SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 0436539081, IN COOK COUNTY, ILLINOIS.

CKA: 4800 S VERMONT, MCCOOK, IL.

PIN NO: 18-10-200-022-0000