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1104816063

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LAW OFFICE OF ABRAHAM A. GUTNICKI, P.C.
8320 SKOKIE BLVD., STE. 100
SKOKIE, ILLINOIS 60077
ATTENTION: JEREMY F. SEGALL, ESQ.

Doc#: 1104816063 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2011 11:44 AM Pg: 1 of 8

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 GLENBRIDGE REAL ESTATE & DEVELOPMENT L.L.C.				
OR 1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 5454 FARGO AVE.		CITY SKOKIE	STATE IL	POSTAL CODE 60077
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 00020664

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
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME OPPENHEIMER MULTIFAMILY HOUSING & HEALTHCARE FINANCE, INC.				
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 1180 WELSH RD., STE. 210		CITY NORTH WALES	STATE PA	POSTAL CODE 19454

4. This FINANCING STATEMENT covers the following collateral:

All that Personal Property described in Exhibit B, attached hereto, or in connection with that Real Property Described in Exhibit A, attached hereto.

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)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			

RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Box 430

7# IN
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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

OR **GlenBridge Real Estate & Development L.L.C.**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, 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 **Secretary of Housing and Urban Development, Office of Healthcare Programs**

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

451 SEVENTH STREET, S.W., ROOM 6264

CITY

WASHINGTON

STATE

DC

POSTAL CODE

20410

COUNTRY

USA

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
AND MADE A PART HEREOF FOR A
DESCRIPTION OF REAL PROPERTY.**

**"GlenBridge Nursing and Rehabilitation
Centre"**

FHA PROJECT NO. 071-22168

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

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF SECTION 14, (BEING THE CENTERLINE OF GOLF ROAD) AND THE WEST LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONER'S DIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 3, A DISTANCE OF 512.6 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONER'S DIVISION, A DISTANCE OF 115.00 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID BLOCK 3, A DISTANCE OF 512.60 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 14; THENCE EAST ALONG SAID NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-14-200-029

09-14-200-032

Address: 8333 Golf Road

Niles IL 60714

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EXHIBIT B

DESCRIPTION OF OWNER COLLATERAL

This Security Agreement / UCC Financing Statement covers the following types or items of property, goods, products, matters, effects, rights and/or intangibles (hereinafter collectively referred to as the "Collateral"):

All rights, title and interest of the Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timbers and other emblements now or hereafter on or part of the real property described in Schedule "A" (said real property described in Schedule "A" is hereinafter referred to as the "Property"), or under or above or about the same or any part or parcel thereof;

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment engines; pipes; pumps; tanks; motors; conduits; computers; telephones; switchboards; plumbing; lifting; cleaning; fire prevention; fire extinguishing, refrigerating, ventilating and communication apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air conditioning apparatus; vacuum cleaning systems; elevator, escalators, shades; awnings, screens, storm doors and windows; stoves, wall beds, beds, refrigerators; attached cabinets, partitions, ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all additions and accessions thereto and replacements thereof;

All other tangible personal property of any kind or nature now or hereafter owned or acquired by the Debtor or now or hereafter located or installed at or in any other improvements on the Property, or elsewhere at or about the Property, together with any betterments to the Property or anything attached to or used in connection with any the Property or which may now or hereafter at any time be placed in or added thereto, together with any and all replacements or substitutions thereof;

All other tangible personal property of any kind or nature now or hereafter owned or acquired by the Debtor or now or hereafter located or installed at any location, including, but not limited to, the location of the Property and 5454 Fargo Ave., Skokie, Illinois 60077;

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, services laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances;

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All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Debtor which are now or hereafter located on the Property or any part or parcel thereof;

All of the Debtor's interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and to all leases or rental arrangements hereafter made and entered into by the Debtor during the life of the security agreements or any extension or renewal thereof, together with any and all guarantees of such leases or rental agreements and including all present and future security deposits and advanced rentals;

Any and all awards, payments or settlements, including all interest thereon, and the right to receive the same, as a result of (a) any condemnation proceedings or the total or partial taking of the Property or the Collateral or any part thereof under the power of eminent domain or under any conveyance in lieu thereof, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Property described in Schedule "A" or any Collateral described in this Schedule;

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all insurance proceeds or other proceeds or sums payable for the loss of or damage to (a) the Property described in Schedule "A", or other Collateral described herein, (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Collateral;

All contracts and contract rights of the Debtor, including but not limited to all rights and/or benefits arising from contracts entered into in connection with development, construction upon, operation or sale of part or all of the Collateral including contract or sales deposits;

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Property or any improvements thereon, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

All of the Debtor's rights to any fictitious or other names or trade names or copyrights used in conjunction with the Property or any Collateral or any other real or personal property of the Debtor;

All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, benefits or other incentives (such as those available under any government sponsored, designated or recognized economic zone, enterprise zone, empire zone or empowerment zone or any like designation or program available for the Property now or in the future, including the availability of tax-exempt bond financing, additional accelerated depreciation expensing, environmental cleanup cost deductions, and/or capital gain roll-over), governmentally-registered or authorized tax credits or other credits (including, without limitation, emissions reduction tax credits, energy savings tax credits, empowerment zone employment tax credits, low-income housing tax credits, new market tax credits, welfare-to-work tax credits, and/or work opportunity tax credits), and all other credits, benefits, waivers and

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payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district, (ii) any insurance or utility company, or (iii) any other party or person, relating to any or all of the Property now or in the future, or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All refunds, rebates, reimbursements, credits and/or payments of any kind due from or payable by any governmental or other agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon the Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All undisbursed proceeds of any loan made to the Debtor by the Secured Party whether or not related to the Property and/or the Collateral;

All present and future rents, issues, profits, income, revenue, royalties, options, benefits, supporting obligations, accounts receivable, and other receivables of the Debtor or subject to the control of the Debtor (including, without limitation, all healthcare insurance receivables and/or entitlements, particularly any claim, right, lien, title, benefits or other interest of the Debtor with respect to any health insurance, co-insurance, Medicaid reimbursement, Medicare reimbursement, or other income, revenue, payments or reimbursement, if any, owing, payable to, chargeable by, or received by, the Debtor or any lessee, operator or other party controlled by, or affiliated with, the Debtor, or otherwise attributable or generated by or from the Property and/or the Collateral), all accounts of the Debtor, accounts subject to the control of the Debtor and/or any other accounts that are in any way related to the Collateral or the Property described in Schedule "A" attached hereto and each and every part and parcel thereof (including, without limitation, any and all security accounts, negotiable and nonnegotiable certificates of deposit and/or any investments of any kind, all letters of credit and/or all deposit accounts, but excepting resident security deposits or other resident accounts), all general intangibles, payment intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books and records relating to the foregoing and also all present and future right, title and interest of the Debtor under any by virtue of each and every franchise, license, permit, lease or any other similar document or contractual right written or verbal covering any part or parcel of the Property or the Collateral whether now or hereafter made and any and all amendments to or modifications, extensions or renewals thereof and all proceeds thereof, it being the intention of the parties hereto that: (a) the security interest of the Secured Party shall attach to the Collateral (i) as soon as the Debtor obtains any interest in any property or collateral; (ii) before the property or collateral is installed or affixed to any other collateral; and (b) the security interest held by the Secured Party shall cover cash and non-cash proceeds of the Collateral;

All operating licenses, provider agreements, bed authority and/or certificate(s) of need issued to the Debtor or otherwise required to operate the Property as a hospital or health care facility and receive any benefits and/or reimbursements under any provider agreement with Medicaid, Medicare, or any State or local programs, health care insurers or other assistance providers, to the fullest extent allowed by law; provided, however, that with respect to any such operating license, the Debtor and the Secured Party acknowledge that any right of the Secured

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Party to repossess the Property and/or the Collateral does not necessarily transfer or confer any authority upon the Secured Party to operate a hospital or health care facility.

All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds;

The Debtor acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of Revised Article 9 of the Uniform Commercial Code (1999 Official Text, as amended), the above collateral description covers all assets of Debtor.

The real property described in Schedule "A" is subject to a certain (1) Mortgage dated as of February 1, 2011, given by the Debtor to the Secured Party and recorded in the land records of Cook County, Illinois (hereinafter, referred to as the "Mortgage"). The Mortgage secures a certain Mortgage Note of even date for the original principal amount of TWENTY MILLION FOUR HUNDRED THIRTY TWO THOUSAND ONE HUNDRED and 00/100ths DOLLARS (\$20,432,100.00) given by the Debtor to the Secured Party (the "Note"). The maturity date of the Note and the Mortgage is June 1, 2043. In the event of default under the terms of the Note and/or the Mortgage pursuant to which the Secured Party or any subsequent holder thereof declares the whole of the indebtedness secured thereby to be due and payable, at its option, the Secured Party or any subsequent holder may declare the whole of the indebtedness and all other sums secured hereby to be due and payable.

Except for the accounts, deposits, receivables, contracts, cash and non-cash proceeds and/or other intangibles described above, or goods of a type normally used in more than one location, the street address of the Property and/or Collateral is 8333 W. Golf Rd., Niles, Illinois 60714; notwithstanding the foregoing, certain items of Collateral are located at 5454 Fargo Ave., Skokie, Illinois 60077.

The term "Collateral" as used above specifically includes, to the fullest extent allowed by law, all of the Debtor's right, title and/or interest in, to and under the following documents, contracts effects, rights and/or intangibles respecting the hospital or skilled nursing facility operated at the Property described in Schedule "A" herein: (1) the operating license or operating certificate, and (2) each and every provider agreement or other agreement with Medicaid, Medicare or any State or local program, health care insurer, health care plan, managed care organization (MCO), health maintenance organization (HMO), preferred provider organization (PPO), independent practice association (IPA) or any like provider or any other agreement with any other entity engaged in the delivery or payment of health care services; provided, however, the Secured Party acknowledges that its right(s) to repossess the Collateral as set forth in this paragraph does not necessarily transfer or confer any right or authority to operate a hospital or health care facility.

Notwithstanding any other provision contained herein, the Collateral shall include, without limitation, all receipts, revenues, income, profits, proceeds, accounts receivable and unrestricted cash and investments derived from properties owned or leased by the Debtor, excepting permanently restricted net assets (i.e. donor restricted endowment funds) as defined in the Debtor's annual audit.

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If any of the foregoing fixtures or articles of personal property be subject to a conditional bill of sale, chattel mortgage, or other agreement creating a security interest, then all the right, title and interest of Debtor in and to such property, together with the benefit of any deposits or payments now or hereafter made thereon, shall be embraced within the Mortgage.

Property of Cook County Clerk's Office