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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2011 12:34 PM Pg: 1 of 4

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KATIE LUDWIG
ASSISTANT COMMISSIONER
CHICAGO DEPARTMENT OF HOUSING AND ECONOMIC
DEVELOPMENT
121 NORTH LASALLE STREET
ROOM 1006
CHICAGO, ILLINOIS 60602

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
POAH NSP CHICAGO, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
40 COURT STREET, SUITE 1700 BOSTON MA 02108 USA

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 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. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

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

3a. ORGANIZATION'S NAME
CITY OF CHICAGO

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
121 NORTH LASALLE STREET CHICAGO IL 60602 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF THE COLLATERAL WHICH IS LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A

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

6428 S. Ingleside and 6323 S. Ingleside, Chicago, IL - Cook County Recorder

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

Box 334

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Financing Statement (continued)

Name of Debtor: POAH NSP Chicago, LLC

EXHIBIT A

6428 S. Ingleside Avenue, Chicago, Illinois

THE SOUTH ½ OF LOT 85 IN KING AND RAMSEY'S ADDITION TO WOODLAWN RIDGE IN THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 6428 South Ingleside Avenue, Chicago, IL 60637

PIN: 20-23-104-063-0000

6323 S. Ingleside Avenue, Chicago, Illinois

THE SOUTH ½ OF LOT 59 IN KING AND RAMSEY'S ADDITION TO WOODLAWN RIDGE, IN THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 6323 South Ingleside Avenue, Chicago, IL 60637

PIN: 20-23-105-004-0000

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Financing Statement (continued)

Name of Debtor: POAH NSP Chicago, LLC

EXHIBIT B

1. Any fixtures or attachments now or hereafter owned by Debtor and located in or on, forming part of, attached to, used or intended to be used in connection with or incorporated in the real property commonly known as 6428 S. Ingleside Avenue, Chicago, Illinois and 6323 S. Ingleside Avenue, Chicago, Illinois, and legally described on Exhibit A (collectively, the "**Real Property**"), including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing (the "**Improvements**");

2. any interests, estates or other claims of every name, kind or nature, both at law and in equity, which Debtor now has or may acquire in the Real Property, the Improvements, the Equipment (as hereinafter defined) or any of the property described in clauses (3), (5), (6), (7) or (8) hereof;

3. all of Debtor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter entered into, affecting the Real Property, the Improvements, the Equipment or any part thereof, and all income, rents, issues, proceeds and profits accruing therefrom (provided that the assignment hereby made shall not diminish or impair the obligations of Debtor under the provisions of such leases, subleases or agreements, nor shall such obligations be imposed on Secured Party);

4. all right, title and interest of Debtor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Real Property or the Improvements, together with all furniture, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Real Property or the Improvements, or used or useful in connection with any present or future operation of the Real Property or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "**Equipment**");

5. all of the estate, interest, right, title or other claim or demand which Debtor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Real Property, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Real Property, the Improvements or the Equipment;

6. all intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Debtor, including, but not limited to cash, accounts receivable, bank accounts, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Real Property, the Improvements or the Equipment or as otherwise required under the Loan Documents (as defined in that certain Redevelopment Agreement dated as of the 29th day of April, 2010 among the City of Chicago, Mercy Portfolio Services and MPS Community I, LLC encumbering the property located at 6428 South Ingleside Avenue, Chicago, Illinois 60637 and that certain Redevelopment Agreement dated as of the 10th day of February, 2010 among the City of Chicago, Mercy Portfolio Services and MPS Community I, LLC encumbering the property located at 6323 South Ingleside Avenue, Chicago, Illinois 60637);

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7. all other property rights of Debtor of any kind or character related to all or any portion of the Real Property, the Improvements or the Equipment; and

8. the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

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