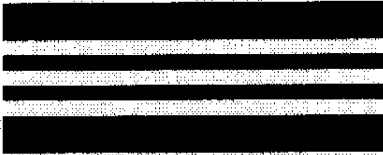


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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1425819074 Fee: \$48.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/15/2014 11:23 AM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> After Recording, Return to: First American Title Insurance Company Attn: Heather Vree 30 N. LaSalle St, Suite 2700 Chicago, IL 60602

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME People Against Dirty Manufacturing, PBC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 637 Commercial Street, Suite 300		CITY San Francisco	STATE CA	POSTAL CODE 94111
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CDF Suballocatee XXIV, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 121 N. LaSalle Street, Room 1000		CITY Chicago	STATE IL	POSTAL CODE 60602
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto and incorporated herein.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
File with Cook County, Illinois

10 of 10 NCS-670198

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

People Against Dirty Manufacturing, PBC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) or one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

**People Against Dirty Property
Management, LLC
637 Commercial Street, Suite 300
San Francisco, CA 94111**

16. Description of real estate:

See Exhibit B attached hereto and incorporated herein.

17. MISCELLANEOUS:

UNOFFICIAL COPYEXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: PEOPLE AGAINST DIRTY MANUFACTURING, PBC
637 Commercial Street, Suite 300
San Francisco, CA 94111

SECURED PARTY: CDF SUBALLOACTEE XXIV, LLC
121 N. LaSalle Street, Room 1000
Chicago, IL 60602

All of the Debtor's right, title and interest in, to and under the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

- (a) the Premises;
- (b) the Improvements;
- (c) the Chattels;
- (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and any unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor and real estate tax and assessment refunds and credits at any time accruing to the benefit of Debtor or the Security Property, even if relating to taxes and assessments payable for a period or periods prior to the date hereof;
- (e) all leases or subleases entered into by Debtor for the Premises or any part thereof now or hereafter entered into, the PAD Lease, and all right, title and interest of Debtor thereunder; and including, without limitation, Debtor's right, if any, to cash or securities deposited thereunder, whether or not same was deposited to secure performance by the Lessees of their obligations thereunder, including, further, the right upon the happening of an Event of Default, to receive and collect the rents and other charges thereunder;
- (f) all Receivables;
- (g) all utility or municipal deposits made by or on behalf of Debtor in connection with the Premises;
- (h) all plans, drawings, specifications, site plans, sketches, samples, contracts and agreements, however characterized from time to time, prepared for use in connection with the

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construction, repair, renovation or maintenance of the Improvements, including all of Debtor's right, title and interest in, to and/or under the Plans and Specifications;

(i) all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, supply of any materials or the conduct of operations in and the management of the Premises, including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, however characterized, affecting the Premises and/or Improvements;

(j) any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Premises and/or the Improvements and/or Chattels, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees;

(k) all Proceeds (as defined in the UCC), all proceeds of casualty insurance insuring the Premises, all awards arising out of any condemnation or taking of the Premises by exercise of the power of eminent domain, and all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by or released to Debtor, or constructed, assembled or placed by Debtor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembly, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Debtor, the same shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

(l) Accounts and Accounts Receivable;

(m) Inventory;

(n) General Intangibles;

(o) Equipment;

(p) Goods;

(q) Chattel Paper;

(r) Investment Property;

(s) Fixtures;

(t) Books, records, and information relating to the Collateral and/or to the operation of the Debtor's business(es), and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded, and maintained;

(u) Instruments, documents of title, documents, policies and certificates of insurance, Securities, deposits, deposit accounts, money, cash, or other property;

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(v) Federal, state, and local tax refunds and/or abatements to which the Debtor is, or becomes entitled, no matter how or when arising, including, but not limited to any loss carryback tax refunds;

(w) Insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing ((a) through (k)), or otherwise;

(x) Liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing ((a) through (l)), including the right of stoppage in transit; and all products and proceeds of the foregoing;

(y) Letter of Credit Rights and Supporting Obligations; and

(z) To the extent not otherwise included in the foregoing, all other rights to the payment of money, including rents and other sums payable to the Debtor under leases, rental agreements and other Chattel Paper; all books, correspondence, credit files, records, invoices, bills of lading, and other documents relating to any of the foregoing, including, without limitation, all tapes, cards, disks, computer software, computer runs, and other papers and documents in the possession or control of the Debtor or any computer bureau from time to time acting for the Debtor; all rights in, to and under all policies insuring the life of any manager, governor, member or employee of the Debtor, the proceeds of which are payable to the Debtor; all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing; and all proceeds (including insurance proceeds) and products thereof.

Capitalized terms used herein but not otherwise defined, shall have the meanings ascribed to them in that certain Leasehold Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing or that certain Security Agreement, as applicable, each dated as of September 12, 2014 and each between Debtor and Secured Party.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOT 5 IN PULLMAN PARK – PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED 12/6/2013 AS DOCUMENT 1334039070.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS AS CREATED BY PLAT OF PULLMAN PARK – PHASE 2 RECORDED DECEMBER 6, 2013 AS DOCUMENT 1334039070 AND BY DECLARATION AND GRANT OF EASEMENT MADE BY CHICAGO NEIGHBORHOOD INITIATIVES, INC., RECORDED DECEMBER 11, 2013 AS DOCUMENT 1334510072.

COMMONLY KNOWN AS 720 E. 111TH STREET, CHICAGO, ILLINOIS 60628

25-14-300-018-0000
25-15-400-024-0000

2013 Numbers: 25-14-300-023
25-15-400-052

Property of Cook County Clerk's Office