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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2014 04:15 PM Pg: 1 of 10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Goodwin Procter LLP
620 Eighth Avenue
New York, New York 10018
Attention: Christopher Price, Esq.

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
1901 W. Carroll, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o Sterling Bay Companies, LLC 1040 W. Randolph Street Chicago IL 60607 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
Fulton Market Realty Company Parallel LLC

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o JPMorgan Investment Management, Inc., 270 Park Avenue, 7th Floor New York NY 10017 USA

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

SEE SCHEDULE "1" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

For recording in the Official Records of Cook County, Illinois

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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

1901 W. Carroll, LLC

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) only 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):

16. Description of real estate:

See Exhibit "A" annexed hereto and made a part hereto.

17. MISCELLANEOUS:

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UCC-1 Financing Statement

Secured Party: Fulton Market Realty Company Parallel LLC

SCHEDULE "1"

This Financing Statement covers all right, title and interest of the Debtor in and to the following property (collectively, the "Property"):

(a) All that certain real property owned in fee simple absolute situated in the County of Cook, State of Illinois, and more particularly described in **Exhibit A** attached hereto and incorporated by this reference, as the description of such property may be amended, modified or supplemented from time to time, together with all of the easements (in gross and/or appurtenant), rights, privileges, franchises, tenements, hereditaments, appurtenances and additions now or hereafter belonging or in any way appertaining thereto and all of the estate, right, title, interest, claim, and demand whatsoever of Debtor in or to such property, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired (collectively, the "Real Estate");

(b) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate, including, without limitation, all gas and electric fixtures, radiators, heaters, washing machines, dryers, refrigerators, ovens, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to, contained in or used in connection with the Real Estate or said buildings, structures or improvements and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Improvements");

(c) To the extent the same are not Improvements, all fixtures, appliances, machinery, furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired or leased by Debtor, including, without limitation, radios, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and all building materials and equipment hereafter situated on or about the Real Estate to be attached to or used in or in connection with the Improvements, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment and fixtures, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, cleaning, fire prevention and fire extinguishing apparatus, refrigeration systems, washing machines, dryers, stoves, ranges, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts and compressors, materials and supplies, and all other goods, equipment, machinery, apparatus, chattels, tangible personal property, fixtures and fittings now owned or hereafter acquired by Debtor wherever located, together with all additions, replacements, substitutions, parts, fittings, accessions, attachments, accessories,

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modifications and alterations of any of the foregoing, and all warranties and guaranties relating to the foregoing (collectively, the "**Personal Property**");

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, and, to the extent now or hereafter owned by or assigned to Debtor, all minerals, flowers, shrubs, crops, trees, timber and other emblements or landscaping features now or hereafter serving the Real Estate or located on the Real Estate or under, above or adjacent to the same or any part or parcel thereof, and all ground leases, subleases, estates, rights, titles, liberties, privileges, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(e) To the extent assignable, all air rights, development rights and powers, to the extent now or hereafter owned by Debtor;

(f) All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

(g) All funds (including, without limitation, all reserve funds), accounts (including, without limitation, operating accounts), deposits, and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Security Instrument or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit with the Depository (as hereinafter defined) pursuant to **Section 2.8** and **Section 2.14** of the Security Instrument;

(h) All the leases, subleases, lettings, licenses, concessions, occupancy and surrender agreements of the Real Estate or the Improvements now or hereafter entered into, and all estates, rights, titles, liberties, privileges, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor (collectively, the "**Leases**") and all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), maintenance payments, assessments, receipts, issues, income, royalties, profits, earnings, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Debtor in any court proceeding involving any tenant, subtenant, lessee, licensee or concessionaire under any Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements or from any Lease, or any license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any

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of the General Intangibles (as hereinafter defined), including, without limitation, (i) rights to payment earned under Leases for space in the Improvements for the operation of ongoing businesses, if any, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Property, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from vending machines, telephone and television systems, laundry facilities, and the provision or sale of other goods and services, including those now existing or hereafter created, substitutions therefor, and proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible), and the provision or sale of other goods and services, including those now existing or hereafter created, substitutions therefor, and proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) (collectively, the “**Rents and Profits**”) and all cash or securities deposited to secure performance by the tenants, subtenants, lessees or licensees, as applicable, of their obligations under any such Leases whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

(i) All contracts and agreements (including any license or franchise agreements) now or hereafter entered into relating to any part of the Real Estate or the Improvements or any other portion of the Property (collectively, the “**Contracts**”) and all revenue, income and other benefits thereof, including, without limitation, management agreements, operating agreements, parking agreements, masterplan documents, condominium documents, declarations, reciprocal easement agreements, development agreements, construction contracts, service contracts, maintenance contracts, equipment leases, personal property leases, agreements relating to collection of receivables or the use of customer or tenant lists or other information, and any contracts or documents relating to construction on any part of the Real Estate or the Improvements or other portions of the Property (including, without limitation, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements;

(j) All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

(k) All present and future funds, goods, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, copyrights, trademarks, trade names, intellectual property rights, servicemarks and symbols) now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements, and all customer or tenant lists, other lists and business information

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relating in any way to the Real Estate, the Improvements, other portions of the Property or the use thereof (collectively, the "**General Intangibles**");

(l) All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

(m) All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements, or to be attached to or used in connection with the Improvements, and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

(n) All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to and to the extent of the Property (whether or not Debtor is required to carry such insurance by Secured Party under the Security Instrument), including, without limitation, any unearned premiums thereon, proceeds of hazard, title and other insurance and proceeds (including, without limitation, those proceeds received pursuant to any sales or rental agreements of Debtor in respect of the property described in the Granting Clauses to the Security Instrument), and all judgments, damages, awards, settlements and compensation (including, without limitation, interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Real Estate and/or any other property or rights conveyed or encumbered hereby for any injury to or decrease in the value thereof for any reason;

(o) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation or other awards, any awards for any change of grade of streets and all refunds, rights or credits arising from a reduction in real estate taxes, assessments and/or other impositions (as hereinafter defined) charged against the Real Estate or the Improvements as a result of tax certiorari or any other applications or proceedings for reduction of any Impositions;

(p) All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor;

(q) All extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the property described hereinabove; and

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(r) any and all other rights of Debtor in and to the items set forth in clauses (a) through (q) above.

As used in Schedule "1" the following terms shall have the following meanings:

"Access Laws" mean, collectively, the ADA, the Fair Housing Amendments Act of 1988, all state and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto including, without limitation, the ADA Accessibility Guidelines for Buildings and Facilities.

"ADA" means the Americans with Disabilities Act of 1990, as amended.

"Borrower Party" means, Debtor and Guarantor.

"Depository" means any servicer or financial institution that Secured Party may from time to time designate in accordance with **Section 2.8(a)** of the Security Instrument.

"Entitlements" mean, collectively, the Government Regulations, including zoning ordinances and regulations (including, without limitation, the Tentative Zoning Approvals).

"Environmental Indemnity Agreement" means that certain Environmental Indemnity Agreement made by Debtor and Guarantor, collectively, as indemnitor, in favor of Secured Party, as lender.

"Governmental Regulations" means, collectively, the provisions of all permits, licenses and authorizations, and all statutes, laws (including any health or safety law governing Debtor, its business, operations, property, assets or equipment, or the Property), ordinances, judgments, decrees, injunctions, rules, requirements, resolutions, policy statements, orders and regulations of, any board, agency, commission, office, authority, department, bureau or instrumentality of any nature whatsoever or any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or hereafter in existence having jurisdiction over Debtor or the Property or any part thereof and interpretations thereof now or hereafter applicable to, or bearing on, the construction, development, maintenance, use, alteration, operation, sale, financing or leasing of the Property or any part thereof, or any adjoining vaults, sidewalks, streets, ways, parking areas or driveways, or the formation, existence, business or good standing of Debtor, including, without limitation, those relating to land use, subdivision, zoning, occupational health and safety, earthquake hazard reduction, if any, building and fire codes, Access Laws, pollution or protection of the environment, including, without limitation, laws relating to the ADA, the Interstate Land Sales Full Disclosure Act 15 U.S.C. Section 1701, et seq. and all permits, licenses, authorizations and regulations relating thereto, and all State of Illinois and City of Chicago rules, regulations, orders, guidelines and requirements, and laws relating to emissions, discharges, releases or threatened releases of Hazardous Substances (as defined in the Environmental Indemnity Agreement) into the environment (including, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous

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Substances, including, but not limited to, the Illinois Environmental Protection Act and Title 35 of the Illinois Administrative Code.

“**Guarantor**” means Sterling Bay Capital Partners I, LLC, a Delaware limited liability company.

“**Impositions**” means, collectively, all taxes, assessments, water and sewer rents, rates, charges and assessments, levies, inspection and license fees and other governmental and quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, heretofore or hereafter assessed, levied or otherwise imposed against or upon, or which may become a Lien upon, the Property, or any portion thereof, including, without limitation, any taxes with respect to the Rents and Profits or arising in respect of the occupancy, use or possession of the Real Estate and Improvements, (ii) income taxes, franchise taxes, and other taxes owing by Debtor the non-payment of which would result in a Lien against the Property or otherwise diminish or impair the security of the Security Instrument and (iii) all taxes, charges, filing, registration, and recording fees, excises and levies imposed upon Secured Party by reason of or in connection with the execution, delivery and/or recording of the Loan Documents or the ownership of the Security Instrument or any security instrument supplemental hereto, any security instrument with respect to any equipment or any instrument of further assurance, and all corporate, stamp and other taxes required to be paid in connection with the Obligations (as hereinafter defined) (excluding, however, income taxes of Secured Party).

“**Lien**” means any lien, mortgage, pledge, security interest, financing statement, or encumbrance of any kind (including any conditional sale or other title retention agreement or any lease in the nature thereof, but excluding Permitted Encumbrances) and any agreement to give or refrain from giving any lien, mortgage, pledge, security interest, or other encumbrance of any kind.

“**Loan**” means that certain loan in the principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) made by Secured Party, as lender, to Debtor, as borrower, evidenced by, among other things, the Note and secured by, among other things, the Security Instrument.

“**Loan Documents**” means, collectively, the Note, the Security Instrument, and all other agreements, documents and instruments evidencing, securing or otherwise executed and/or delivered in connection with the Loan.

“**Note**” means that certain Promissory Note in the principal amount of the Loan, made by Debtor, as borrower, to the order of Secured Party, as lender.

“**Obligations**” mean, collectively: (a) the Loan, together with interest, fees, late charges and any and all other amounts as provided in the Note, the Security Instrument and the other Loan Documents (including, without limitation, interest at the Default Rate and any Late Charges (as each is defined in the Note)); (b) the full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in the Loan Documents and any other agreements, documents or instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note; (c) any and all additional advances made by Secured Party to protect or preserve the Property or the lien or

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security interest created hereby on the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Debtor's obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents; and (d) any and all other indebtedness and obligations now owing or which may hereafter be owing by Debtor or any other Borrower Party to Secured Party arising from, in connection with or in any way relating to the Loan and/or any of the Property, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof.

"Permitted Encumbrances" means, collectively, those exceptions shown in the title insurance policy insuring the lien of the Security Instrument issued to Secured Party as of the date hereof, (ii) real estate taxes, assessments, liens and other charges on the Property not yet due and payable (subject to Debtor's good faith right to contest such taxes, assessments and liens set forth in **Section 2.7** of the Security Instrument), and (iii) such other easements, restrictions, encumbrances and other matters as Secured Party may approve in its reasonable discretion after the date hereof

"Security Instrument" means that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement made by Debtor, as borrower, to Secured Party, as lender.

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UCC-1 Financing Statement

Secured Party: Fulton Market Realty Company Parallel LLC

EXHIBIT "A"

LEGAL DESCRIPTION

SUB LOTS 1 AND 2 OF EACH OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 45 AND 46, SUB LOT 1 OF LOT 36, SUB LOT 2 OF LOT 44, SUB LOT 1 AND THE WEST 5 FEET OF SUBLOT 2 OF LOT 47, ALL IN J.R. WALLER'S RESUBDIVISION OF THOMAS R. GREEN'S SUBDIVISION OF BLOCK 36 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1901 W. CARROLL AVENUE, CHICAGO, IL 60612

PIN:

17-07-404-029-0000
17-07-404-028-0000
17-07-404-027-0000
17-07-404-026-0000
17-07-404-025-0000
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EXHIBIT "A"