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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/13/2015 10:35 AM Pg: 1 of 8

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)
ALSTON & BIRD LLP
90 Park Avenue
New York, NY 10016
Attention: ELLEN M. GOODWIN, 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
LIONSHEAD 110 RIVERSIDE 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 The World Wide Group, 950 Third Ave., 18th FL.
New York
NY
10022
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
LIONSHEAD 53 RIVERSIDE LLC
OR
2b INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
2c. MAILING ADDRESS
CITY
STATE
POSTAL CODE
COUNTRY
c/o The World Wide Group, 950 Third Ave., 18th FL.
New York
NY
10022
USA

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
MORGAN STANLEY BANK, N.A.
OR
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS
CITY
STATE
POSTAL CODE
COUNTRY
1585 Broadway
New York
NY
10036
USA

4. COLLATERAL: This financing statement covers the following collateral:
All those certain types or items of property described on Exhibit A and Exhibit B 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:
To be filed with the Cook County, Illinois Recorder of Deeds Loan No. 14-43417

UNOFFICIAL COPY**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

LIONSHEAD 110 RIVERSIDE 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:

Location: 300 South Riverside Plaza
Chicago, Illinois 60606

County: Cook

17. MISCELLANEOUS:

To be filed with the Cook County, Illinois Recorder of Deeds

Loan No. 14-43417

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EXHIBIT A TO UCC-1 FINANCING STATEMENT COLLATERAL DESCRIPTION

DEBTOR: LIONSHEAD 110 RIVERSIDE LLC and LIONSHEAD 53 RIVERSIDE LLC

SECURED PARTY: MORGAN STANLEY BANK, N.A.

The collateral covered by this financing statement is all of the Debtor's right, title and interest in, to and under the following described property and the proceeds thereof, whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights (the "**Property**"):

(a) Additional Land. All additional lands, estates and development rights now owned or hereafter acquired by Debtor including, without limitation, all available development rights for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(c) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include

Exhibit A-1

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any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(e) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which is owned by the Ground Tenant or any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(f) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, "Personal Property" shall not include any property which is owned by the Ground Tenant or any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases,

Exhibit A-2

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subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance 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") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) Condemnation Awards. Subject to the provisions of the Ground Lease (as defined in the Loan Agreement), all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property,

(i) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof, and all right, title and

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interest of Debtor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default, to receive and collect any sums payable to Debtor thereunder;

(m) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property and owned by Debtor;

(n) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) TIC Agreement. All of Debtor's contract rights under that certain Tenant-In-Common Agreement executed by and among each Debtor (each individually a "TIC" and collectively the "TICS"), dated as the date hereof (such agreements, together with all amendments, restatements, memoranda or other modifications thereof, collectively and as applicable, the "TIC Agreement");

(p) Assignments/Modifications of TIC Agreement. All of Debtor's contract rights under all assignments, modifications, extensions and renewals of the TIC Agreement and all credits, deposits, options, privileges and rights of the TICS under the TIC Agreement, including, but not limited to, any rights of first refusal relating thereto arising under Section 363(i) of the Bankruptcy Code;

(q) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(r) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

Capitalized terms used herein without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of February 10, 2015 between Debtor and Secured Party (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

This UCC Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 10, 2015 given by Debtor for the benefit of Secured Party (the "**Security Instrument**"), covering *inter alia* the interest of Debtor in the Property.

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EXHIBIT B TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

The land referred to in this Policy is described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

PARCEL 1:

Lot 7 (Except the west 122.53 feet thereof) in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of section 16, township 39 north, range 14, east of the third principal meridian, according to the plat thereof recorded March 29, 1924 in book 188 on page 11 to 28, both inclusive, as document number 8339751 excepting therefrom that part thereof lying below or beneath the air rights limiting plane or elevation set forth in Appendix "B" to the lease recorded as document 25607453 and which is indicated in said Appendix "B" to be 32 feet 10 inches above Chicago City Datum, and also excepting therefrom the building and other improvements located thereon, including any reversion rights contained in the Memorandum of Lease to be recorded in Cook County, IL.

PARCEL 2:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 BETWEEN LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT ADATED NOVEMBER 17, 1982 AND KNOWN AS TRUST NO. 107292 IN FAVOR OF GATEWAY IV JOINT VENTURE AND LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUT NO 107361 TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO 107362 AND TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 107363 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY AND AMONG GATEWAY IV JOUNT VENTURE, LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107361, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107362, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107363, CHICAGO UNION STATION COMPANY AND THE PENN CENTRAL CORPORATION, AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

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LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH ANY RIGHTS OR BENEFITS AS MAY BE CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED MAY 29, 2001 AND RECORDED JUNE 1 2001 AS DOCUMENT NO. 0010466784 MADE BY CHICAGO UNION STATION COMPANY TO CUSCO NO 1 LLC, RECORDED IN THE COOK COUNTY RECORDER'S OFFICE.

NOTE: Being Parcel No. 17-16-121-003-6002, of the City of Chicago, County of Cook.

NOTE: Parcel No. shown for informational purposes only.