

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Attorney Michele M. McKinnon</b>
B. E-MAIL CONTACT AT FILER (optional) <b>MMM@lcojlaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Attorney Michele M. McKinnon Law Firm of Conway, Olejniczak &amp; Jerry, S.C. P.O. Box 23200 Green Bay, WI 54305-3200</b>

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 1b blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Starboard Media Foundation, Inc. d/b/a Relevant Radio, as Debtor and "Borrower"</b>				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>1496 Bellevue Street, Suite 202</b>		CITY <b>Green Bay</b>	STATE <b>WI</b>	POSTAL CODE <b>54307</b>
			COUNTRY <b>USA</b>	

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 <b>Notre Dame Federal Credit Union</b>				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>1828 Moreau Drive</b>		CITY <b>Notre Dame</b>	STATE <b>IN</b>	POSTAL CODE <b>46356</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:  
**See Schedule 1 attached hereto and incorporated herein by reference.**

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

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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 <b>Starboard Media Foundation, Inc.</b>	
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
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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	SUFFIX
			ADDITIONAL NAME(S)/INITIAL(S)	

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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 Schedule 2 attached hereto and incorporated herein by reference.**

17. MISCELLANEOUS:

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## SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

DEBTOR: STARBOARD MEDIA FOUNDATION, INC.  
 SECURED PARTY: NOTRE DAME FEDERAL CREDIT UNION

- I. **Definition.** Capitalized terms used but not otherwise defined shall have the meaning as set forth in the Commercial Mortgage with Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 27, 2015.
  
- II. **Collateral.**
  - (a) The real property located in Cook County, Illinois, as more fully described in Schedule 2 attached hereto and made a part hereof and incorporated herein by reference, together with all rights, privileges, easements, appurtenances, tenements, hereditaments, rights of way, appendages, projections, water rights including riparian and littoral rights and whether or not appurtenant, streets, ways, alleys and strips and gores of land, now or hereafter in any way belonging, adjoining, crossing or pertaining to such real property (the "Land"); together with
  
  - (b) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements"); together with
  
  - (c) All articles of personal property (including those specified below) and any software imbedded therein, now owned or hereafter acquired by Debtor and attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise a "Fixture" under applicable law (each a "Fixture," collectively "Fixtures"); together with
  
  - (d) All existing and future as-extracted collateral produced from or allocated to the Land, including, all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and any other commercially valuable substances which may be in, under or produced from any part of the Land, and all products processed or obtained therefrom, and the proceeds thereof, and all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with
  
  - (e) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, concessions, and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered

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into in the future (each a “Lease” and collectively, the “Leases”) relating to the use and enjoyment of all or any part of the Land and Improvements, all amendments, extensions, renewals, or modifications thereof, and any and all guaranties of, and security for, lessees’ performance under any and all Leases, and all other agreements relating to or made in connection with any of such Leases; together with

- (f) All rents (and payments in lieu of rents), royalties, issues, profits, income, proceeds, payments, and revenues of or from the Property, and/or at any time payable under any and all Leases, including all rent loss insurance proceeds, prepaid rents and any and all security deposits received or to be received by Debtor pursuant to any and all Leases, and all rights and benefits accrued, or to accrue, to Debtor under any and all Leases (some or all collectively, as the context may require, “Rents”); together with
- (g) All rights to the name, signs, trade names, trademarks, trademark applications, service marks, licenses, software, and symbols used in connection with the Land and Improvements; together with
- (h) All goods, materials, supplies, chattels, furniture, fixtures, machinery, apparatus fittings, equipment, and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon the Property or any part thereof, or to be attached to or placed in or on, or used or useable in connection with any present or future use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the land or elsewhere, including byway of description but without limiting the generality of the foregoing, all computer systems, telephone and telecommunication systems, televisions and television systems, pumps or pumping plants, tanks, motors, conduits, engines, pipes, ditches and flumes, and also all gas and electrical apparatus (including, but not limited to all electrical transformers, switches, switch boxes, and equipment boxes), cooking, heating, cooling, air conditioning, sprinkler equipment, lighting, power equipment, ventilation, incineration, refrigeration and plumbing apparatus, fixtures and equipment, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors’, together with all building materials, goods and personal property on or off the Property intended to be affixed to or incorporated in the Property but not yet affixed to or incorporated in the Property, all which shall be considered to the fullest extent of the law to be real property for purposes of this fixture filing; together with
- (i) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

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- (j) All of Debtor's interest in and to the proceeds of the Loan Documents, including the Term Note; together with
- (k) All rights to the payment of money and all guaranties thereof and judgments therefor, and all accounts, accounts receivable, reserves, deferred payments, refunds of real property and personal property taxes and other refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited with third parties (including all utility deposits), warranty rights, contract rights, management contracts, service contracts, construction and architectural contracts, contracts for the purchase and sale of the Property or any part thereof, end-loan or other financing commitments, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), supporting obligations, and general intangibles, including payment intangibles, whether any of the foregoing are tangible or electronic, which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally, and to the extent not expressly prohibited by law, all federal, state, and local tax credits, and other tax benefits related to the Property; together with
- (l) All insurance policies (and the unearned premiums therefor) and all proceeds (including all claims to and demands for them) of the voluntary or involuntary conversion of any of the Land, the Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to, or defect in, the Land, the Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, misrepresentation, or concealment of a material fact; together with
- (m) All books, records, and all recorded data of any kind or nature (regardless of the medium of recording) pertaining to any and all of the property described above, including records relating to tenants under any leases, and the qualification of such tenants, and all certificates, vouchers, and other documents in any way related thereto, and all records relating to the application and allocation of any federal, state, and local tax credits or benefits, including computer-readable memory and any computer hardware or software necessary to access and process such memory (collectively, the "Books and Records"); together with

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- (n) All commercial tort claims Debtor now has or hereafter acquires relating to any of the property described above, together with
- (o) All software embedded within or used in connection with any of the property described above; together with
- (p) All products, accounts, and proceeds (cash or non-cash) of, additions, betterments, extensions, accessions and accretions to, substitutions, renewals and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all supporting obligations ancillary to or arising in connection therewith, general intangibles (including payment intangibles) arising in connection therewith, and all goods, accounts, instruments, documents, promissory notes, chattel paper, deposit accounts, supporting obligations, and general intangibles (including payment intangibles) (whether any of the foregoing are tangible or electronic), wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.

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## SCHEDULE 2 TO UCC-1 FINANCING STATEMENT

**DEBTOR:** STARBOARD MEDIA FOUNDATION, INC.  
**SECURED PARTY:** NOTRE DAME FEDERAL CREDIT UNION

### REAL ESTATE LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE (RECORD NORTH 00 DEGREE, 01 MINUTE, 28 SECONDS EAST) ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, FOR A DISTANCE OF 1042.73 FEET TO A POINT 380.00 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, AS MEASURED ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH 69 DEGREES, 57 MINUTES, 31 SECONDS EAST (RECORD NORTH 89 DEGREES, 55 MINUTES, 02 SECONDS EAST), ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, FOR A DISTANCE OF 678.79 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH 00 DEGREE, 05 MINUTES, 18 SECONDS WEST (RECORD SOUTH 00 DEGREE, 05 MINUTES, 16 SECONDS WEST) ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, FOR A DISTANCE OF 1047.22 FEET TO A POINT ON THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH 00 DEGREE, 05 MINUTES, 16 SECONDS WEST (RECORD SOUTH 00 DEGREE, 05 MINUTES, 16 SECONDS WEST), ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR A DISTANCE OF 1425.86 FEET (RECORD 1425.80 FEET) TO AN IRON PIPE; THENCE CONTINUING SOUTH 00 DEGREE, 05 MINUTES, 05 SECONDS WEST (RECORD SOUTH 00 DEGREE, 05 MINUTES, 16 SECONDS WEST) ALONG SAID EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, FOR A DISTANCE OF 22.89 FEET; THENCE (RECORD NORTH 60 DEGREES, 40 MINUTES, 33 SECONDS WEST), ALONG A LINE FOR A DISTANCE OF 775.35 FEET TO AN IRON PIPE FOUND IN THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 6; THENCE (RECORD NORTH 00 DEGREE, 01 MINUTE, 40 SECONDS EAST) ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, FOR A DISTANCE OF (RECORD 1069.63 FEET) TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Property Address:** 14101 South Muskegon Avenue, Burnham, Illinois 60633 and 14201 South Muskegon Avenue, Burnham, Illinois 60633  
**Tax Key Number:** 30-06-118-003-0000 and 30-06-304-008-0000