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ORDER # 21019181

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2015 08:48 AM Pg: 1 of 3

## 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)
White and Williams LLP 1650 Market Street One Liberty Place Suite 1800 Philadelphia, Pennsylvania 19103-7395 Attn: Joan C. Rosoff, Esquire

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 <b>PMG LS INVESTMENT PARTNERS MEZZ, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>935 W. CHESTNUT, UNIT 430</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60642</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>PRINCIPAL LIFE INSURANCE COMPANY</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>801 GRAND AVENUE</b>		CITY <b>DES MOINES</b>	STATE <b>IA</b>	POSTAL CODE <b>50392</b>
			COUNTRY <b>USA</b>	

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

**ALL OF DEBTOR'S EXISTING AND FUTURE RIGHT, TITLE AND INTEREST TO CERTAIN PERSONAL PROPERTY OF DEBTOR AS FURTHER DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, TOGETHER WITH ALL PRODUCTS AND PROCEEDS OF ANY OF THE FOREGOING.**

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INT 10

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

To be filed with the Delaware Secretary of State recorded with Cook County Recorder of Deeds

International Association of Commercial Administrators (IACA)

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**DEBTOR:**  
 PMG LS INVESTMENT PARTNERS MEZZ, LLC  
 935 W. Chestnut St., Unit 430,  
 Chicago, IL 60642

**SECURED PARTY:**  
 Principal Real Estate Investors, LLC  
 801 Grand Avenue  
 Des Moines, IA 50392-1360

## EXHIBIT A TO FINANCING STATEMENT

### COLLATERAL DESCRIPTION

Exhibit A to Uniform Commercial Code (“UCC”) Financing Statement (Form UCC1) (“**Financing Statement**”), naming PMG LS INVESTMENT PARTNERS MEZZ, LLC, a Delaware limited liability company, as “**Debtor**”, and PRINCIPAL LIFE INSURANCE COMPANY, as “**Secured Party**”.

**COLLATERAL DESCRIPTION.** Debtor hereby grants to Secured Party a lien on and a security interest in, all right, title and interest of the Debtor whether now owned by Debtor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the “**Collateral**”):

1. all Pledged Interests, including, without limitation, all economic, voting and managerial rights with respect to Mortgage Borrower and in the business and affairs of Mortgage Borrower and all rights as a member in Mortgage Borrower;
2. all securities, moneys or property of Debtor, including, without limitation, all money or property attributable to profits, distributions, allocations, dividends or interest attributable to the Pledged Interests, or representing a distribution in respect of the Pledged Interests, or resulting from a split-up, revision, reclassification or other like change of the Pledged Interests, or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Interests;
3. all right, title and interest of Debtor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Interests and any other pledged Collateral;
4. all right, title and interest of Debtor in, to and under the Mortgage Borrower Company Agreement or any other agreement or instrument or document relating to the Pledged Interests, including, without limitation, (i) all rights of Debtor to receive moneys or distributions with respect to any Pledged Interest due and to become due under or pursuant to the Mortgage Borrower Company Agreement, (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any Pledged Interest, (iii) all claims of Debtor for damages arising out of or for breach of or default under the Mortgage Borrower Company Agreement, (iv) any right of Debtor to perform under the Mortgage Borrower Company Agreement and to compel performance and otherwise exercise all rights and remedies thereunder, and (v) all right, title and interest of Debtor as a member to participate in the voting, operation, management and control of Mortgage Borrower and the business and affairs of Mortgage Borrower and all of Debtor’s ownership interests under the Mortgage Borrower Company Agreement;
5. all of Debtor’s interest in any “securities,” “accounts,” “general intangibles,” “instruments” and “investment property” (in each case as defined in the New York Code), whether or not constituting or relating to the foregoing, including without limitation, all right, title and interest to any and all payments, disbursements, distributions or proceeds paid to Debtor in

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accordance with any Interest Rate Protection Agreement (as such term is defined in the Loan Agreement); and

6. all Proceeds of any of the foregoing property of Debtor, including, without limitation, any proceeds of insurance thereon, all "securities," "accounts," "general intangibles," "instruments" and "investment property," in each case as defined in the New York Code, constituting or relating to the foregoing.

## DEFINITIONS

All capitalized terms not defined herein shall have the meaning set forth in that certain Pledge and Security Agreement dated March 31<sup>st</sup>, 2015 by Debtor for the benefit of Secured Party.

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