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1512616036

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1512616036 Fee: \$46.00

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

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/06/2015 12:14 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional) Jackie Cox 208-577-5000
B. E-MAIL CONTACT AT FILER (optional) jcox@a10capital.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) A10 Capital, LLC 800 West Main St., Suite 1100 Boise, Idaho 83702

NGS-717982-06 *5 of 6*

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 Chicago O'Hare Industrial Holdings-2, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 2 International Place, Suite 2500		CITY Boston	STATE POSTAL CODE COUNTRY MA 02110 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 A10 REIT, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 800 West Main St., Suite 1100		CITY Boise	STATE POSTAL CODE COUNTRY ID 83702 USA

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

See attached exhibit "A" for collateral description

TO BE RECORDED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS

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:
AC-IL-MM-15-016-0082-032 Debtor: Chicago O'Hare Industrial Holdings-2, LLC

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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

Chicago O'Hare Industrial Holdings-2, 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

A10 Capital, LLC

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

800 West Main St., Suite 1100

CITY

Boise

STATE

ID

POSTAL CODE

83702

COUNTRY

USA

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 ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION

Street Address:

55 E. Howard

Des Plaines, IL 60018

17. MISCELLANEOUS:

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A10 CAPITAL

Exhibit "A"
to
UCC-1 Financing Statement

Collateral Description

Collateral is collectively described as follows:

- (1) the real property located in Cook County, Illinois, as further described in Exhibit "B" annexed hereto, together with any greater estate therein which hereafter may be acquired by Debtor (the "**Land**");
- (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**");
- (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities, and all other utilities whether or not situated in easements (the "**Fixtures**");
- (4) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper, choses in action, and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the collateral described herein, including, without limitation, account receivables, payment intangibles, letters of credit, deposit accounts, investment property, commercial tort claims, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of fixtures or other personal property or equipment, general intangibles, inventory, all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees, and development costs (the "**Personalty**");
- (5) all plans, specifications, shop drawings, and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof;
- (6) all leases, other rental agreements, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or hereafter made at any time while that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor, as grantor, to Secured Party, as beneficiary, is in effect), together with any extensions or renewals thereof, which grant a possessory interest in, or the right to use, all or any part of the Land and Improvements, together with all related security and other deposits (the "**Leases**");

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- (7) rents, revenues, income, proceeds, profits, security and other types of deposits, termination fees, and other benefits paid or payable by parties to the Leases other than Debtor, for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land and Improvements;
- (8) all other agreements, such as construction contracts, architects agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land and Improvements;
- (9) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the aforesaid property now or hereafter acquired by Debtor;
- (11) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty;
- (12) all mineral, water, oil and gas rights now or hereafter acquired relating to all or any part of the Land; and
- (13) all accessions, replacements and substitutions for any of the foregoing and all cash and non-cash proceeds of the foregoing.

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Exhibit "B"

to

UCC-1 Financing Statement

Legal Description of Land

Parcel 1:

Lot 1 in J. L. Williams Howard Street Subdivision, a subdivision in the Southwest fractional quarter of Section 30, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded June 20, 1969 in Book 795, Page 19 as document 20878373, in Cook County, Illinois.

Parcel 2:

Perpetual easement for the benefit of Parcel 1 and other property not now in question as reserved in the Warranty Deed from Charles N. Miller and Anna M. Miller, his wife, to Chicago District Pipeline Company, a corporation of Illinois, dated April 25, 1957 and recorded April 26, 1957 as document 16888282 and re-recorded August 7, 1957 as document 16978886, for ingress and egress, utility purposes and cultivation and lawn purposes, being that part of the South 40 feet of the North 80 feet of the Southwest fractional quarter of Section 30, Township 41 North, Range 12, East of the Third Principal Meridian, which lies Westerly of the Chicago and Northwestern Railroad right of way and Easterly of the West line of Parcel 1 extended Northerly to the North line of said quarter section, all in Cook County, Illinois.

APN: 09-30-300-038-0000
55 E. Howard Avenue
Des Plaines, IL