

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5.	294
B E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 104367107 - 360610 Corporation Service Company	
801 Adlai Stevenson Drive Springfield, IL 62713	Filed In: Illinois (Cook)

THE PROPERTY OF THE PROPERTY O	1527329108
Doc#;	1527329108 Fee: \$58.00
RHSP Fe	e:\$9.00 APRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/30/2015 03:54 PM Pg: 1 of 11

Corporation Service Company 801 Adlai Stevenson Drive	·				
Springfield, IL 627/3	Filed In: Illinois				
	(Cook)				
		THE ABOVE	SPACE IS FO	R FILING OFFICE USE	ONLY
1. DEBTOR'S NAME: Provide on', on 2 Debtor name (1a or 1b) (use name will not fit in line 1b, leave all of them: blank, check here as a la. ORGANIZATION'S NAME Woodlie¹ar ¹atels, LLC	e exact, full name; do not omit, m and provide the Individual Debtor				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3477 Algonquin Road	Rolling Mea	dows	STATE IL	POSTAL CODE 60008	COUNTRY
2a ORGANIZATION'S NAME Meadows Hotels, LLC	and provide the Individual Debtor				· · · · · · · · · · · · · · · · · · ·
2b. INDIVIDUAL'S SURNAME	FIRST PERCONAL	. NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
2c. MAILING ADDRESS 3477 Algonquin Road	Rolling Mea	dows	STATE IL	POSTAL CODE 60008	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNATIONS NAME INTERNATIONAL BANK		de on', one Secured Pa	rty name (3a or 3b))	
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	. NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 5069 N. BROADWAY	CHICAGO		STATE II.	POSTAL CODE 60640	COUNTRY
4. COLLATERAL: This financing statement covers the following collate SEE EXHIBIT "A" & "B"	erat:				

6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:			
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing			
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Sellers	/Buyer Bailee/Bailor Licensee/Licensor			

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EXHIBIT "A" TO THAT CERTAIN UCC-1 FINANCING STATEMENT EXECUTED BY WOODFIELD HOTELS, LLC & MEADOWS HOTELS, LLC ("DEBTOR") IN FAVOR OF INTERNATIONAL BANK OF CHICAGO ("SECURED PARTY")

This Financing Statement covers the following types of collateral ("Collateral"):

- All of the right, title and interest of Debtor in and to the real estate or any interest therein (the "Land") described in Exhibit "B" attached hereto and made a part hereof and all improvements located thereon, together with all buildings, structures, open parking areas and other improvements now on the Land or that may hereafter be erected or placed thereon which are owned by Debtor (the "Improvements"); also together with all shrubbery and trees now growing or that hereafter may be planted or grown thereon; and also together with all crops and/or produce of any kind now growing or that may be hereafter growing grown or produced upon the Land or any part thereof; and also to the extent owned by Debtor, development rights or credits, oil, gas and mineral rights, air rights and water and vater rights; also together with all and singular the ways, easements, riparian and other rights and all tenements, hereditaments and appurtenances thereunto belonging to Debtor, including but not limited to all rights in any abutting public or private streets and alleys adjacent thereto (all of the foregoing is hereinafter referred to as, the "Premises").
- (b) And all present and future rents, issues, avails, profits and proceeds (hereinafter referred to as the "Rents") of or from the Premises, he "Leases" and/or and the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising.
- (c) And all present and future leases, use agreements, agreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent under any or all of the Leases and all guaranties of lessees' performances thereunder.
- (d) And all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Legges, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto.

- And all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals and replacements thereof and substitutions therefor (including, but not limited to, keys or other entry systems, electric and electronic equipment, private telephone systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Premises (hereinafter collectively called the "Equipment").
- (f) And all contract rights, with respect to, or which may in any way pertain to, the Premises or the business of the Debtor, including, without limitation, all refunds, rebates, security deposits, or other expectancy under or from any such account or contract right.
- And all general intangibles with respect to, or which may in any way pertain to, the Premises or the business of the Debtor, including without limitation, any trade names, or other names under or by which the Premises may at any time be operated or known, the good will of the Debtor in connection therewith and the right of the Debtor to carry on business under any or all such name or names and any variant or variants thereof, insofar as the same may be transferable by the Debtor without breach of any agreement pursuant to which the Debtor may have obtained its right to use such name or names, and any and all trademarks, prints, labels, advertising concepts and literature.
- (h) And all present and future insurance policies in force or refect owned by Debtor, insuring the Premises, the Rents, the Leases or the Equipment.
- (i) And all present and future construction contracts, architects agreements, plans and specifications and licenses relating in any way to any presently existing or future Improvements on the Land.
- (j) And all present and future contracts, plans, permits, licenses, specifications are financial commitments relating in any way to the operation, remodeling, use or any construction on or to the presently existing or future Improvements on the Land.
- (k) And all of Debtor's right, title and interest in and to any present and future management agreement entered into by Debtor with any third party for the management of the Premises.
- (l) And all present and future monies on deposit for the payment of real estate taxes or special assessments against the Land and Improvements, or for the payment of premiums

for policies of fire and other hazard insurance covering any of the above described Collateral, or any other Improvements now or hereafter constructed on the Land; and all proceeds, including, without limitation, proceeds of any policy of hazard insurance arising from or with respect to the Collateral described above, or the Improvements, and all prepaid water and sewer taps now owned or hereafter acquired by Debtor in connection with said real estate.

And all of Debtor's present and future accounts receivable, contract rights, chattel paper, (m) instruments and general intangibles associated with, relating to or arising from the Land and/or the Improvements, now or any time hereafter situated, placed or constructed upon the Land or any part thereof. poceeds cook Collings Clark's Office

And all proceeds of each and every of the foregoing.

EXHIBIT "B" TO THAT CERTAIN UCC-1 FINANCING STATEMENT EXECUTED BY WOODFIELD HOTELS, LLC & MEADOWS HOTELS, LLC ("DEBTOR") IN FAVOR OF INTERNATIONAL BANK OF CHICAGO ("SECURED PARTY")

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 ROLLING MEADOWS INDUSTRIAL CENTER, UNIT 1, A SUBDIVISION OF PART OF SECTIONS 7 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT NUMBER 19592045 EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE SOUTH 08 DEGREES 58 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF TOLLVIEW DRIVE, 434.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 81 DEGREES 01 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 280.00 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 09 SECONDS EAST, 230.0 FEET; THENCE SOUTH 81 DEGREES 01 MINUTES 51 SECONDS EAST, 155.0 FEET; THENCE NORTH 8 DEGREES 58 MINUTES 09 SECONDS EAST 204.42 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 2; THENCE SOUTH 81 DEGREES 1 MINUTE 51 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 125.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BEINGFIT OF PARCEL 1 FOR PARKING, AS CREATED IN EASEMENT AGREEMENT DATED MARCH 25, 1968 BETWEEN FORSEEN, INC. AND CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 22, 1968 AND KNOWN AS TRUST NO. 9330, RECOPDED IN THE OFFICE OF THE RECORDER OF DEEDS ON APRIL 8, 1968 AS DOCUMENT NUMBER 20453348, AS MODIFIED BY MODIFICATION OF EASEMENT AGREEMENT DATED OCTOBER 6, 1976 BETWEEN THE SAME PARTIES RECORDED IN COOK COUNTY, ILLINOIS ON APRIL 21, 1977 AS DOCUMENT NUMBER 23896728 AND FURTHER MODIFIED BY SECOND MODIFICATION OF FASEMENT AGREEMENT DATED AUGUST 6, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT NUMBER 26017921, OVER THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT NUMBER 1, A SUBDIVISION OF PART OF SECTIONS 7 AND 8. TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT NUMBER 19592045 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE SOUTH 8 DEGREES 58 MINUTES 9 SECONDS WEST ALONG THE EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF TOLLVIEW DRIVE, 201.42 FEET; THENCE NORTH 81 DEGREES 1 MINUTE 51 SECONDS WEST, 125 FEET; THENCE NORTH 8 DEGREES 58 MINUTES 9 SECONDS EAST, 204.42 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 2: THENCE SOUTH 81 DEGREES 1 MINUTE 51 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 125 FEET TO THE PLACE OF BEGINNING, IN COOK COUTNY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF WATER, STORM SEWER AND SANITARY SEWER LINES TO CONNECT TO EXISTING MAINS OF THE CITY OF ROLLING MEADOWS OR METROPOLITIAN SANITARY DISTRICT, AS CREATED IN EASEMENT AGREEMENT DATED OCTOBER 6, 1976 BETWEEN FORSEEN, INC. AND CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 22, 1968 AND KNOW AS TRUST NO. 9330, RECORDED IN COOK COUNTY, ILLINOIS ON APRIL 21, 1977 AS DOCUMENT NUMBER 23896727, OVER THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 1 IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT NUMBER 1, A SUBDIVISION OF PART OF SECTION 7 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TOT HE PLAT THEREOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT NUMBER 1952045 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCINGAT THE SOUTHEAST CORBER OF LOT 2 IN SAID SUBDIVISION; THENCE SOUTH 8 DEGREES 59 MINUTES 9 SECONDS WEST ALONG THE EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF TOLLVIEW DRIVE, 204.42 FEET; THENGE NORTH 81 DEGREES 1 MINUTE 51 SECONDS WEST, 125 FEET; THENCE NORTH 8 DEGREES 56 MINUTES 9 SECONDS EAST 204.42 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT 2; THENCE SOUTH 81 DEGREES 1 MINUTE 51 SECONDS EAST ALONG THE SOUTH LINE OD SAID LOT 2, 125 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 2 IN ROLLING MEADOWS INDUSTRIAL CENTER UNIT 1, A SUBDIVISION OF APRT OF SECTIONS 7 AND 8, TOWNSHIP 4T NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THE REOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT NUMBER 19592045, IN COOK COUNTY, ILLINOIS. PARCEL 5:

EASEMENT APPURENTANT TO AND FOR THE BI:NI:FIT OF THE NORTH 536.55 FEET OF LOT 1, FOR THE RIGHT AND PRIVILEGE TO ENTER UPON THE DRIVEWAYS, WALKWAYS AND PARKING AREAS AS CREATED IN EASEMENT AGREEMENT DATED MAY 4, 1982 AND RECORDED MAY 21, 1982 AS DOCUMENT NUMBER 2637748 OVER 114 FOLLOWING DESCRIBED PART OF LOT 1 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION: THENCE SOUTH 08 DEGREES 58 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF TOLLVIEW DRIVE, 434.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 81 DEGREES 01 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 280.0 FEET; THENCE NORTH 08 DEGREES 59 MINUTES 09 SECONDS EAST, 230.0 FEET; THENCE SOUTH 81 DEGREES 01 MINUTES 51 SECONDS EAST, 155.0 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 09 SECONDS EAST, 200.0 FEET; THENCE SOUTH 81 DEGREES 01 MINUTES 51 SECONDS EAST, 155.0 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 09 SECONDS EAST 204.42 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 2; THENCE SOUTH 81 DEGREES 01 MINUTES 51 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 125.0 FEET TO THE PLACE OF BEGINNING IN ROLLING MEADOWS NOUSTRIAL CENTER UNIT 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

Property commonly known as: 3477 Algonquin Road, Rolling Meadows, IL 60008

Permanent Index No. 08-07-205-004-0000 & 08-07-205-006-0000

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EXHIBIT "A" TO THAT CERTAIN UCC-1 FINANCING STATEMENT EXECUTED BY WOODFIELD HOTELS, LLC & MEADOWS HOTELS, LLC ("DEBTOR") IN FAVOR OF INTERNATIONAL BANK OF CHICAGO ("SECURED PARTY")

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- All of the right, title and interest of Debtor in and to the real estate or any interest therein (the "Land") described in Exhibit "B" attached hereto and made a part hereof and all improvements located thereon, together with all buildings, structures, open parking areas and other improvements now on the Land or that may hereafter be erected or placed thereon which are owned by Debtor (the "Improvements"); also together with all shrubbery and trees now growing or that hereafter may be planted or grown thereon; and also together with all crops and/or produce of any kind now growing or that may be hereafter growing grown or produced upon the Land or any part thereof; and also to the extent owned by Debtor, development rights or credits, oil, gas and mineral rights, air rights and water and water rights; also together with all and singular the ways, easements, riparian and other rights and all tenements, hereditaments and appurtenances thereunto belonging to Debtor, including but not limited to all rights in any abutting public or private streets and alleys adjacent thereto (all of the foregoing is hereinafter referred to as, the "Premises").
- (b) And all present and future rents, issues, avails, profits and proceeds (hereinafter referred to as the "Rents") of or from the Premises, (ne "Leases" and/or and the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising.
- (c) And all present and future leases, use agreements, igreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent under any or all of the Leases and all guaranties of lessees' performances thereunder.
- (d) And all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto.

- (e) And all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals and replacements thereof and substitutions therefor (including, but not limited to, keys or other entry systems, electric and electronic equipment, private telephone systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Premises (hereinafter collectively called the "Equipment").
- (f) And all contract lights, with respect to, or which may in any way pertain to, the Premises or the business of the Debtor, including, without limitation, all refunds, rebates, security deposits, or other expectancy under or from any such account or contract right.
- And all general intangibles with respect to, or which may in any way pertain to, the Premises or the business of the Debtor, including without limitation, any trade names, or other names under or by which the Premises may at any time be operated or known, the good will of the Debtor in connection therewith and the right of the Debtor to carry on business under any or all such name or rames and any variant or variants thereof, insofar as the same may be transferable by the Debtor without breach of any agreement pursuant to which the Debtor may have obtained its right to use such name or names, and any and all trademarks, prints, labels, advertising concepts and literature.
- (h) And all present and future insurance policies in force or effect owned by Debtor, insuring the Premises, the Rents, the Leases or the Equipment.
- (i) And all present and future construction contracts, architects agreements, plans and specifications and licenses relating in any way to any presently existing or future Improvements on the Land.
- (j) And all present and future contracts, plans, permits, licenses, specifications ard financial commitments relating in any way to the operation, remodeling, use or any construction on or to the presently existing or future Improvements on the Land.
- (k) And all of Debtor's right, title and interest in and to any present and future management agreement entered into by Debtor with any third party for the management of the Premises.
- (l) And all present and future monies on deposit for the payment of real estate taxes or special assessments against the Land and Improvements, or for the payment of premiums

for policies of fire and other hazard insurance covering any of the above described Collateral, or any other Improvements now or hereafter constructed on the Land; and all proceeds, including, without limitation, proceeds of any policy of hazard insurance arising from or with respect to the Collateral described above, or the Improvements, and all prepaid water and sewer taps now owned or hereafter acquired by Debtor in connection with said real estate.

And all of Debtor's present and future accounts receivable, contract rights, chattel paper, (m) instruments and general intangibles associated with, relating to or arising from the Land and/or the Improvements, now or any time hereafter situated, placed or constructed upon the Land or any part thereof. roceeds coop County Clark's Office

And all proceeds of each and every of the foregoing.

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EXHIBIT "B" TO THAT CERTAIN UCC-1 FINANCING STATEMENT EXECUTED BY WOODFIELD HOTELS, LLC & MEADOWS HOTELS, LLC ("DEBTOR") IN FAVOR OF INTERNATIONAL BANK OF CHICAGO ("SECURED PARTY")

LEGAL DESCRIPTION

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Property commonly known as: 3477 Algonquin Road, Rolling Meadows, IL 60008

Permanent Index No. 08-07-205-004-0000 & 08-07-205-006-0000