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1533519110

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1533519110 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/01/2015 03:53 PM Pg: 1 of 8

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|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Anne Marie Garavaglia (404) 322-6512 |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">Anne Marie Garavaglia Nelson Mullins Riley & Scarborough LLP Atlantic Station 201 17th Street, NW, Suite 1700 Atlanta, Georgia 30363</div> |

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 1600 CORPORATE CENTER, LLC | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 1375 Woodfield Road | | CITY Schaumburg | STATE IL | POSTAL CODE 60173 |
| | | | COUNTRY 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 REALTY MOGUL, CO. | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 10780 Santa Monica Boulevard, Suite 140 | | CITY Los Angeles | STATE CA | POSTAL CODE 90025 |
| | | | COUNTRY USA | |

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

See Exhibits A and B attached hereto and made a part hereof.

CCRD REVIEWER *RS*

| | |
|---|--|
| 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/Licensor | |

8. OPTIONAL FILER REFERENCE DATA:

Deal Name: 1600 Corporate Center

File with: Cook County (Illinois)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

First American Title Order # NCS-671496

4065

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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

1600 CORPORATE CENTER, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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:

See Exhibit B attached hereto.

17. MISCELLANEOUS:

Deal Name: 1600 Corporate Center

File with: Cook County (Illinois)

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EXHIBIT A

(Legal Description)

PARCEL 1:

THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NUMBER 21092384, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 137.0 FEET; SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 159.65 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 22 SECONDS EAST, 149.69 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 19.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 227.47 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, 853.38 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND CREATED BY AGREEMENT AND DECLARATION OF COVENANTS AND EASEMENT RECORDED AS DOCUMENT NUMBER 86214935, FOR INGRESS AND EGRESS, SUPPORT, UTILITY AND SERVICE EASEMENTS, PARKING EASEMENTS, PARKING AND ENCROACHMENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY;

LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17.0 FEET OF SAID LOTS, AS MEASURED AT RIGHT ANGLES), AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, 271.97 FEET TO A POINT BEING 297.66 FEET EASTERLY IF THE SOUTHWEST CORNER OF LOT 6 IN SAID 58-62 VENTURE

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SUBDIVISION; THENCE CONTINUOUSLY SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST, 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST, A DISTANCE OF 297.37 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 4 IN SAID 58-62 VENTURE SUBDIVISION, SAID LINE BEING AN ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2814.79 FEET; THENCE NORTHWESTERLY ALONG SAID ARC FOR A DISTANCE OF 170.02 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THE NORTH 113.86 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT 4, OF THE EAST 214.73 FEET OF THE WEST 231.73 FEET; MEASURED AT RIGHT ANGLES, OF LOT 4 AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: THE WEST LINE OF SAID LOT 4 IS DUE NORTH-SOUTH FOR THE FOLLOWING COURSES; BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID, 114 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 87 DEGREES 07 MINUTES EAST, A DISTANCE OF 232.02 FEET; THENCE DUE SOUTH, A DISTANCE OF 120 FEET; THENCE NORTH 87 DEGREES 07 MINUTES WEST, A DISTANCE OF 232.02 FEET TO SAID WEST LINE OF LOT 4; THENCE DUE NORTH ON SAID LINE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING,

(EXCEPTING THEREFROM):

THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NUMBER 21092384, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.0 FEET AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 137.0 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 159.65 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 22 SECONDS EAST, 149.69 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 19.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 227.47 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, 853.38 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT AS CREATED IN AGREEMENT REGARDING EXTINGUISHMENT, RELEASE AND REGRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 56088 RECORDED APRIL 30, 1986 AS DOCUMENT NUMBER 86170066, FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF CONSTRUCTING, OPERATING, USING, MAINTAINING, REMOVING, REPLACING AND REPAIRING SAME, IN, UPON, ACROSS, OVER AND UNDER THAT PORTION OF PARCEL A AS DESCRIBED IN SAID EASEMENT AGREEMENT.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO. 12 L 51541.

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EXHIBIT B

(Description of Collateral)

All of the following, or any interest therein (whether now owned or hereafter acquired):

(1) the real property described in Exhibit A attached hereto and made a part hereof, together with any greater estate therein as 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 right, title and interest of Debtor in and to all materials, machinery, supplies, equipment, fixtures, 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, including any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, lighting, communications and elevator fixtures, laundry, incinerating air conditioning and air cooling equipment and systems, gas and electric machinery and equipment, disposals, dishwashers, furniture, refrigerators and ranges, securities systems, art work, recreational and pool equipment and facilities of all kinds, water, gas, electrical, storm and sanitary sewer facilities of all kinds, and all other utilities whether or not situated in easements together with all accessions, replacements, betterments and substitutions for any of the foregoing (the "Fixtures");

(4) all right, title and interest of Debtor in and to all goods, accounts, deposit accounts, general intangibles, instruments, documents, accounts receivable, chattel paper, investment property, securities accounts 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/or the Improvements or that may be used in or relating to the planning, development, financing or operation of the Land and/or the Improvements, including furniture, furnishings, equipment, machinery, money, insurance proceeds, condemnation awards, 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, 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 and all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments against the Land and/or Improvements as a result of tax certiorari or any applications or proceedings for reduction (the "Personalty");

(5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including Tenant's security and cleaning deposits and deposits with respect to

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utility services) maintained by or on behalf of Debtor with respect to the Land and/or Improvements;

(6) all right, title and interest of Debtor in and to all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Plans");

(7) subject to the rights of Debtor under the Mortgage and under the Loan Agreement, all leasehold estates, leases, subleases, sub-subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect and every modification, amendment or other agreement relating thereto, including every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto) that grant a possessory interest in, or the right to use or occupy, all or any part of the Land and/or Improvements, together with all related security and other deposits (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Leases");

(8) all right, title and interest of Debtor in and to all of the rents, revenues, income, proceeds, issues, profits (including all oil or gas or other mineral royalties and bonuses), security and other types of deposits, and other benefits paid or payable and to become due or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, occupying, operating from, residing in, selling or otherwise enjoying any portion or portions of the Land and/or Improvements (the "Rents");

(9) all right, title and interest of Debtor in and to the Approved Management Agreement, and all other contracts and agreements in any way relating to, executed in connection with, or used in, the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management or ownership of the Land and/or Improvements or the sale of goods or services produced in or relating to the Land and/or Improvements (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Property Agreements"), including all right, title and interest of Debtor in, to and under (a) all construction contracts, architects' agreements, engineers' contracts, utility contracts, letters of credit, escrow agreements, maintenance agreements, management, leasing and related agreements, parking agreements, equipment leases, service contracts, operating leases, catering and restaurant leases and agreements, agreements for the sale, lease or exchange of goods or other property, agreements for the performance of services, Permits, variances, licenses, certificates and entitlements, (b) all Material Agreements and instruments under which Debtor or any of its Affiliates or the seller of the Property have remaining rights or obligations in respect of the acquisition of the Property or equity interests therein, (c) applicable business licenses, variances, entitlements, certificates, state health department licenses, liquor licenses, food service licenses, licenses to conduct business, certificates of need and all other Permits, licenses and rights obtained from any Governmental Authority or private Person, (d) all rights of Debtor to receive monies due and to become due under or pursuant to the Property Agreements, (e) all claims of Debtor for Damages arising out of or for breach of or default under the Property Agreements, (f) all rights of Debtor to terminate, amend, supplement, modify or waive performance under the Property Agreements, to compel performance and otherwise to exercise all remedies thereunder,

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and, with respect to Property Agreements that are letters of credit, to make any draws thereon, and (g) to the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements and accessions of and to any and all of the foregoing;

(10) all right, title and interest of Debtor in and to all rights, privileges, titles, interests, liberties, tenements, hereditaments, rights-of-way, easements, sewer rights, water, water courses, water rights and powers, air rights and development rights, licenses, Permits and construction and equipment warranties, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, underground vaults, passages, strips or gores of land adjoining the Land or any part thereof;

(11) subject to the rights of Debtor under the Mortgage or under the Loan Agreement, all Policies, unearned premiums therefor and proceeds from such Policies, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, covering any of the above property now or hereafter acquired by Debtor;

(12) all right, title and interest of Debtor in and to all mineral, riparian, littoral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land and/or Improvements;

(13) 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;

(14) all after acquired title to or remainder or reversion in any of the property (or any portion thereof) described herein;

(15) to the extent not included in clauses (1) to (14) above, all other property and interests of Debtor of any kind or description whatsoever, wherever located, whether now owned or hereafter acquired, real or personal, tangible or intangible; and

(16) all present and future accessions and additions to, substitutions for, and all replacements, renewals, products, cash and non-cash proceeds of any of the foregoing.

Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing made by Debtor to Secured Party (the "Mortgage").