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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/02/2018 03:06 PM PG: 1 OF 7

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) <i>Order # 419132</i> RETURN TO: Corporation Service Company 222 S. Riverside Plaza, Ste. 2310 Chicago, IL 60606

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 165 NORTH DESPLAINES, LLC				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1477 NW Everett Street		CITY Portland	STATE OR	POSTAL CODE 97209
			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 PGIM REAL ESTATE U.S. DEBT FUND REIT, LLC				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1540 BROADWAY, 36 TH FLOOR		CITY NEW YORK	STATE NY	POSTAL CODE 10036
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral

ALL FIXTURES, ASSETS AND PERSONAL PROPERTY OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED INCLUDING WITHOUT LIMITATION THE PROPERTY DESCRIBED IN THE SCHEDULE OF COLLATERAL ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND ALL PRODUCTS AND PROCEEDS THEREOF AND ADDITIONS AND ACCESSIONS THERETO.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

PGIM Real Estate / Emme Apartments - File No.: 093690/603605
Loan Number: 301000026 - UCC-1 COOK COUNTY, IL FILING

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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

OR	9a. ORGANIZATION'S NAME	165 NORTH DESPLAINES, LLC		
	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:

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY USA

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	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:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.

17. MISCELLANEOUS:

PGIM Real Estate / Emme Apartments - File No.: 093690/603605
Loan Number: 301000026 - UCC-1 COOK COUNTY, IL FILING

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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SCHEDULE OF COLLATERAL

**165 NORTH DESPLAINES, LLC, a Delaware limited liability company
as Debtor**

and

**PGIM REAL ESTATE U.S. DEBT FUND REIT, LLC, a Delaware limited liability company
as Secured Party**

Debtor does hereby irrevocably grant, pledge, assign, warrant, transfer and convey to Secured Party and its successors assigns, the following property, rights, interests, and estates now owned or hereafter acquired by Debtor (collectively, the “**Property**”):

(a) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the real property (“**Land**”) described on Exhibit A attached hereto and made a part hereof (the “**Improvements**”);

(b) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights of way, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and/or the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; and all right, title and interest of Debtor in and to any vaults lying beneath the Premises or otherwise adjoining or appurtenant to the Property (collectively, the “**Easements**”);

(c) Equipment. All “equipment,” as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (as hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

(d) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and/or Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the

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Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases or fixtures owned by utility companies, except to the extent that Debtor shall have any right or interest therein;

(e) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds and products thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "**Uniform Commercial Code**"), superior in lien to the lien of the security instrument and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, lettings, licenses, concessions or other agreements pursuant to which any person is granted a possessory interest in or right to use or occupy all or any portion of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (individually, a "**Lease**", collectively, the "**Leases**") and all income, rents and right, title and interest of Debtor, its successors and assigns in and under the Leases, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited under the Leases to secure the performance by the lessees of their obligations under the Leases and all rents, additional rents, early termination fees and payments and other termination fees and payments, revenues, issues and profits (including, without limitation, and all cash or securities deposited to secure the performance by the lessees of their obligations under the Leases) issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition

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of the Leases and the right to receive and apply the Rents to the payment of the Debt and the performance of all of the other obligations due and owing by Debtor to Secured Party pursuant to the terms of the Loan Documents;

(g) Condemnation Awards. All compensation, proceeds and/or awards in respect of a Condemnation, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Insurance Proceeds. All insurance proceeds in respect of the Property under any Required Policies (or any other insurance policies) covering the Property, including, without limitation, the right to receive and apply the proceeds of any Required Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in Property Taxes or other amounts charged against the Property;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, insurance proceeds and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, franchise agreements, permits, licenses, and all licenses, permits, approvals and consents which are required for the sale and service of alcoholic beverages on the Property heretofore or hereafter obtained from applicable state and local authorities, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Improvements and/or the Land and any part thereof, respecting any business or activity conducted in the Improvements and/or on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(m) Trademarks. To the extent assignable and owned by Debtor, all trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) Accounts/Intangibles. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to the Loan Agreement and the Loan Documents), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to extent assignable), approvals, actions, choses, claims, suits, proofs of claims in bankruptcy and causes of action

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which now or hereafter relate to, are derived from or are used in connection with the Property, including, without limitation, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance, or arising from the sale of any Property or the rendition of services in the ordinary course of business or otherwise (whether or not earned by performance), together with any Property returned by or reclaimed from customers wherever such Property is located, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business activities thereon and all other deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof (collectively called the “Intangibles”);

(o) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(p) Interest Rate Cap Agreement. The Interest Rate Cap Agreement and any replacements, amendments or supplements thereto, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing, and all claims of Debtor for breach by the counterparty thereunder of any covenant, agreement, representation or warranty contained in the Interest Rate Cap Agreement; and all products and proceeds of any of the foregoing;

(q) Proceeds. All products and proceeds of any of the foregoing; and

(r) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

All capitalized terms used but not defined herein shall have the meaning ascribed to such term in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor to Secured Party.

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EXHIBIT A **LEGAL DESCRIPTION**

PARCEL 1:

LOTS 5, 6 AND 8 AND THE NORTH 52.93 FEET OF LOT 7 TOGETHER WITH THE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 6 AND THE NORTH 52.93 FEET OF LOT 7 AND LYING WEST OF THE WEST LINE OF LOT 5 AND THE NORTH 52.93 FEET OF LOT 8, ALL IN BLOCK 26 IN ORIGINAL TOWNSHIP OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 00°03'18" WEST ALONG THE EAST LINE OF LOTS 5 AND 8 A DISTANCE OF 154.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 89°07'27" WEST ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 60.20 FEET; THENCE NORTH 00°01'40" WEST 154.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE SOUTH 89°06'57" EAST ALONG SAID NORTH LINE 60.42 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 57 FEET OF LOT 2 IN ASSESSOR'S DIVISION OF LOT 7 AND LOT 10 IN BLOCK 26 IN ORIGINAL TOWNSHIP OF CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH AN EASEMENT FOR THE EXISTENCE OF ENCROACHMENTS AS GRANTED THEREIN BY THAT EASEMENT AGREEMENT RECORDED FEBRUARY 3, 2017, AS INSTRUMENT NO. 1703404006, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO EASEMENT AGREEMENT RECORDED APRIL 7, 2017, AS INSTRUMENT NO. 1709722059, AND AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 2, 2018, AS INSTRUMENT NO. 1800204016; SAID EASEMENT AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH 2 OF THE PROCEEDING INSTRUMENT NO. 1709722059.

Common Property Address: 165 North Desplaines Street, Chicago, IL 60661

Permanent Index Numbers: 17-09-322-017-000
17-09-322-019-000
17-09-322-009-000