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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



1829544049

Doc# 1829544049 Fee \$68.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/22/2018 02:42 PM PG: 1 OF 9

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1536 90861 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Illinois (Cook)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1622245112 08/09/2016

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME: Aero Chicaago, LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME: Citizens Bank, N.A.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor: Aero Chicaago, LLC 1536 90861

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EXHIBIT "A"
TO
UCC FINANCING STATEMENT

LEGAL DESCRIPTION

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CITY OF CHICAGO, AS LESSOR, AND AERO CHICAGO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED MARCH 26, 2013, WHICH MEMORANDUM OF LEASE WAS RECORDED JULY 25, 2013 AS DOCUMENT 1320645075, AND AS AMENDED BY AMENDMENT TO LEASE DATED JUNE 30, 2016, A MEMORANDUM OF WHICH WAS RECORDED JULY 26, 2016 AS DOCUMENT 1620822289, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 35 YEARS COMMENCING ON THE COMMENCEMENT DATE (AS DEFINED IN THE LEASE) AND ENDING ON THE THIRTY-FIFTH ANNIVERSARY OF THE COMMENCEMENT DATE.

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021, SAID POINT OF COMMENCEMENT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 263.07 FEET TO A BEND POINT, SAID BEND POINT BEING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 20 SECONDS 59 SECONDS EAST, ALONG SAID WEST LINE OF LOT 2, ALSO BEING ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTHERLY EXTENSION OF SAID LINES, 2764.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 173.78 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS EAST, 745.68 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 51 SECONDS WEST, 1.58 FEET, TO A POINT ON A NON-

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TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 48.42 FEET, 75.99 FEET, ARC, (CHORD BEARING SOUTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 68.43 FEET, CHORD), TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 1468.37 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 30 SECONDS EAST, 1.59 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 141.58 FEET, 102.45 FEET, ARC, (CHORD BEARING SOUTH 60 DEGREES 25 MINUTES 46 SECONDS WEST, 100.23 FEET, CHORD); THENC SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED COURSE, 222.72 FEET; THENCE NORTH 50 DEGREES 47 MINUTES 24 SECONDS WEST, 406.08 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS EAST, 693.57 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 1588.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CITY OF CHICAGO, AS LESSOR, AND AERO CHICAGO, LLC, AS LESSEE, DATED APRIL 26, 2016, A MEMORANDUM OF WHICH WAS RECORDED JULY 26, 2016 AS DOCUMENT 1620822290, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 35 YEARS COMMENCING ON THE COMMENCEMENT DATE (AS DEFINED IN THE LEASE) AND ENDING ON THE THIRTY-FIFTH ANNIVERSARY OF THE COMMENCEMENT DATE.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021, SAID POINT OF COMMENCEMENT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 263.07 FEET TO A BEND POINT, SAID BEND POINT BEING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF

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SAID SECTION 32; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE OF LOT 2, ALSO BEING ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTHERLY EXTENSION OF SAID LINES, 1657.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 100.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 55.00 FEET, 70.79 FEET, ARC, (CHORD BEARING SOUTH 53 DEGREES 25 MINUTES 31 SECONDS EAST, 66.00 FEET, CHORD); THENCE SOUTH 00 DEGREES 17 MINUTES 43 SECONDS EAST, ALONG A LINE NON-TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, 62.99 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 12.32 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 42 SECONDS EAST, 670.46 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 1078.26 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST, 196.70 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 17 SECONDS EAST, 133.24 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST 482.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 818.33 FEET TO THE POINT OF BEGINNING, ALL IN COCK COUNTY, ILLINOIS.

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CITY OF CHICAGO, AS LESSOR, AND AERO CHICAGO, LLC, AS LESSEE, DATED APRIL 26, 2016, A MEMORANDUM OF WHICH WAS RECORDED JULY 26, 2016 AS DOCUMENT 1620822231, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 25 YEARS COMMENCING ON THE COMMENCEMENT DATE (AS DEFINED IN THE LEASE) AND ENDING ON THE THIRTY-FIFTH ANNIVERSARY OF THE COMMENCEMENT DATE.

PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH EAST 1/4 AND NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021, SAID POINT OF COMMENCEMENT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4

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OF SAID SECTION 32, THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 263.07 FEET TO A BEND POINT, SAID BEND POINT BEING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE OF LOT 2, ALSO BEING ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTHERLY EXTENSION OF SAID LINES, 1610.70 FEET, THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS WEST, 827.29 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 54 MINUTES 35 SECONDS EAST, 45.59 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 01 SECONDS EAST, 9.04 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 43 SECONDS EAST, 482.13 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 17 SECONDS WEST, 22.59 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 04 SECONDS WEST, 390.26 FEET THENCE SOUTH 77 DEGREES 49 MINUTES 56 SECONDS WEST, 46.64 FEET; THENCE SOUTH 51 DEGREES 32 MINUTES 11 SECONDS WEST, 56.53 FEET; THENCE NORTH 43 DEGREES 50 MINUTES 18 SECONDS WEST, 40.11 FEET; THENCE NORTH 39 DEGREES 20 MINUTES 59 SECONDS EAST, 106.36 FEET; THENCE NORTH 23 DEGREES 33 MINUTES 26 SECONDS EAST, 27.70 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 147.44 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE BEING CONCAVED TO THE EAST, HAVING A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 92.21 FEET, A CHORD BEARING NORTH 01 DEGREES 18 MINUTES 46 SECONDS WEST, WITH A CHORD LENGTH OF 84.67 FEET, TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 19 MINUTES 31 SECONDS EAST, 123.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE BEING CONCAVED TO THE SOUTHEAST, HAVING A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 41.58 FEET, A CHORD BEARING NORTH 42 DEGREES 56 MINUTES 33 SECONDS EAST, WITH A CHORD LENGTH OF 41.56 FEET, TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 32 MINUTES 40 SECONDS EAST, 73.99 FEET; THENCE NORTH 29 DEGREES 03 MINUTES 22 SECONDS EAST, 37.04 FEET; THENCE SOUTH 60 DEGREES 40 MINUTES 34 SECONDS EAST, 23.13 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 13 SECONDS EAST, 209.95 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG A CURVE BEING CONCAVED TO THE SOUTH, HAVING A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 25.39 FEET, A CHORD BEARING NORTH 86 DEGREES 33 MINUTES 57 SECONDS EAST, WITH A CHORD LENGTH OF 25.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS EAST, 3.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Tax Identification Numbers:

	09-32-402-004-0000
	09-32-403-007-8001
	12-05-106-004-0000
	12-05-402-005-0000
	12-08-100-006-8001

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EXHIBIT "B"
TO
UCC FINANCING STATEMENT

Debtor:

Aero Chicago, LLC
c/o Realterm Global
201 West Street, Suite 200
Annapolis, Maryland 21401

Aero Chicago Distribution Infrastructure,
LLC
c/o Realterm Global
201 West Street, Suite 200
Annapolis, Maryland 21401

Secured Party:

Citizens Bank, National Association,
as Administrative Agent
8614 Westwood Drive, Suite 250
Vienna, Virginia 22182

Debtor does hereby give, grant, bargain, sell, assign, convey, warrant, mortgage and pledge to Secured Party, for the benefit of Secured Party and the ratable benefit of the Lenders, their respective successors and assigns, all of Debtor's estate, right, title and interest in:

(a) All of the leasehold estate and leasehold right, title and interest of such Debtor in and to that tract or parcel of land located in the City of Chicago, Cook County, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof under and in accordance with that certain (i) Aero Chicago LLC Cargo Facility Phase I Lease dated as of August 8, 2012, as amended, between Aero Chicago LLP and The City of Chicago, (ii) Aero Chicago, LLC Cargo Facility Phase II Lease, dated as of April 26, 2016 between Aero Chicago and The City of Chicago, and (iii) Northeast Quadrant of O'Hare Airport Fuel Farm Lease, dated as of April 26, 2016 between The City of Chicago and Aero Infrastructure (the "Ground Lease" or "Ground Leases") between Debtor, as "Tenant", and the City of Chicago, as "Landlord", memoranda of which were recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 26, 2016 as Document Nos. 1620822289, 1620822290 and 1620822291, respectively, and all rights, benefits, privileges, and interests of each Debtor in the Ground Lease and all modifications, extensions, renewals, and replacements thereof, and all deposits, credits, options, privileges, and rights of each Debtor as "Tenant" under the Ground Lease (collectively, the "Premises");

(b) All of such Debtor's estate, right, title claim and interest or leasehold interest in and to the improvements now or hereafter erected on the Premises (the "Improvements"), and all easements, rights of way, appurtenances, uses, servitudes, licenses, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, waters, water rights, and water stock, and any and all fixtures, goods, chattels, equipment and articles of personal property of every kind and character, including any replacements, additions, substitutions therefore, now or at any time in the future owned by such Debtor and affixed to or placed upon or used in connection with the occupancy, enjoyment and operation of the Premises all of which are hereby declared and shall be deemed to be a portion of the security for the Indebtedness herein described and to be subject to the lien of this Mortgage, including but not limiting the generality of the foregoing, all

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heating, lighting, incinerating, power and total energy equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, ventilating, and communications apparatus, air cooling and air-conditioning apparatus, elevators, escalators, wall-to-wall carpeting, shades, awnings, screens, storm doors and windows, attached cabinets, partitions, ducts and compressors, and such other goods, chattels, and equipment as are adapted to the complete and comfortable use, enjoyment and occupancy of the Property, excluding any of the aforesaid which is owned by any tenant of any individual space leased to such tenant and which according to the terms of any applicable lease may be removed by such tenants at the expiration or termination of said lease;

(c) All of Debtor's rights, title and interest in and to all existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases; together with all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, "Rents"), as more explicitly set forth herein;

(e) All of Debtor's, rights, title and interest in and to all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment; and any assignable manufacturer's warranties or guaranties with respect thereto;

(f) All of Debtor's, rights, title and interest in and to all building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

(g) All of Debtor's, rights, title and interest, to the extent assignable, in and to all agreements, contracts, rights, licenses or other interests of any type (whether exclusive or non-exclusive) granted or given to any person to provide any products or services to or for or with respect to the Property or any occupants of the Property;

(h) All of Debtor's, rights, title and interest in and to all options to purchase, sell and rights of first refusal to purchase, sell or acquire a fee estate, easement interest or other real

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property right to land, both vacant and improved, adjoining the Premises now or hereafter in effect;

(i) All of Debtor's rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, rebates, tax refunds, credits, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), to the extent assignable, all contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; and any builder's or manufacturer's warranties with respect thereto;

(j) All of Debtor's, rights, title and interest in and to all insurance policies pertaining to the Premises or Property and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Property, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(k) All of Debtor's rights, title and interest in and to all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

(l) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above;

(m) All of Debtor's rights in "Equipment" as that term is defined in the Uniform Commercial Code;

(n) All of Debtor's rights in "Goods" as that term is defined in the Uniform Commercial Code; and

(o) All of Debtor's rights in "Accounts" as that term is defined in the Uniform Commercial Code.

(p) all contracts and subcontracts, together with any and all extensions, modifications, amendments and renewals thereof, which are entered into by Debtor in connection with the performance of the work or the supply of the materials required for the construction of the Premises, together with any and all bonds given in connection therewith, including, without limitation, any and all performance bonds and completion bonds;

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(q) all guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the contracts described above;

(r) all building permits, governmental permits, licenses, franchises and authorizations now or hereafter issued and all tradenames, trademarks and logos, now or hereafter used in connection with the construction, development or operation of the Premises;

(s) any and all management, landscaping, maintenance and service contracts or agreements, and all brokerage agreements with any leasing agents, relating to the use and operation of the Project executed by Debtor and currently in effect or executed by Debtor after the date hereof, together with any and all extensions, modifications, amendments and renewals thereof;

(t) all plans and specifications for construction of the Premises;

(u) all other contracts, agreements and other documents now or hereafter executed or issued in connection with the Premises, together with any additions, changes, extensions, revisions, or modifications thereof.

The property described above is hereafter called the "Premises" to the extent that such property is realty, and the "Collateral" to the extent that such property is personalty. The Premises and the Collateral are hereafter collectively called the "Property."