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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/17/2023 01:03 PM PG: 1 OF 3

DLB-23-038414
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) F Street Investments, LLC 1134 N 9th Street, Suite 200 Milwaukee, Wisconsin 53233

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			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
	Sims	George	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
286 E 148th Place	Harvey	IL	60426 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			
	F Street Investments, LLC		
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
1134 N 9th Street, Suite 200	Milwaukee	WI	53233 USA

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

See Exhibit "A" attached hereto and made a part hereof

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

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EXHIBIT "A"

COLLATERAL

As security for the payment of all Liabilities, as defined below, Debtor hereby pledges to Lender, and grants to Lender a continuing security interest in, all of the following:

- A. the Company Interests, which shall mean all right, title and interest of Debtor in and to the following: M & S REHAB GROUP, an Illinois corporation ("Borrower"), all profits, income, surplus, compensation, return of capital, distributions, and other disbursements and payments to Borrower and/or Debtor (including, without limitation, specific properties of Borrower upon dissolution or otherwise), and all interests in Borrower now owned or hereafter acquired by Debtor as a result of exchange offers, direct investments, contributions or otherwise; but excluding any obligation or liability of Debtor with respect to the Borrower or any duty of Debtor as a member of Borrower;
- B. all cash and other property, of any kind or nature, distributed or payable at any time or from time to time by Borrower to Debtor related to the Company Interests, as a distribution, in complete or partial liquidation or otherwise, including, without limitation, Debtor's membership interest of any revenues of Borrower derived from any contract;
- C. all patents and trademarks owned by or in the name of Debtor and/or Borrower;
- D. all other Pledged Property, which shall mean all Company Interests, all property received in exchange or substitution for Company Interests, all dividends, distributions and other returns from Company Interests, all other property delivered by Debtor to the Lender for the purpose of pledge under the Ownership Interest Pledge Agreement, and all proceeds of any of the foregoing; and

All of the foregoing are herein collectively called the "Collateral".

For purposes of this Exhibit "A", "Liabilities" means all indebtedness (as defined below), obligations, and liabilities of the Debtor, as borrower, to the Secured Party, as lender, under the Loan Documents (as defined below), whether on account of principal, interest, indemnities, fees (including, without limitation, Attorneys' Fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes, or otherwise.

"Indebtedness" means the principal of, interest on, and all other amounts and payments due under or evidenced by the following (a) that certain Secured Note, Loan and Security Agreement, and Mortgage (the Security Instrument") entered into by and between Debtor, as Borrower, and Secured Party, as lender, and dated as of November 16, 2023 (the "Loan Documents"), (b) all funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents, (c) any future loans or amounts advanced by Secured Party to Debtor when evidenced by a written instrument or document that specifically recites that the obligation evidenced by such document are secured by the terms of the Security Agreement, including, but not limited to, funds advanced to protect the security or priority of the Security Agreement.

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EXHIBIT "A"

Property Description

LOT 42 AND THE SOUTH HALF OF LOT 43, IN BLOCK 9, IN PARK MANOR
SUBDIVISION OF BLOCKS 8 AND 9 INFREER SUBDIVISION OF THE EAST HALF OF
THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property I:
20-22-304-013-0000
6725 South Prairie Avenue, Chicago, IL, 60637