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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc# 2414508025 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 5/24/2024 2:03 PM

PAGE: 1 OF 8

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
GREENBERG TRAUERIG, LLP ONE NORTH LEXINGTON AVE, SUITE 800 WHITE PLAINS, NY 10601
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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			
ONNI 311 N. MORGAN LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
c/o Onni Group, 200-1010 Seymour Street			

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			
GOLDMAN SACHS BANK USA			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
200 West Street	New York	NY	10282 USA

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

See Schedule A attached hereto and made a part hereof.

5. Check only if applicable and check only 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 only if applicable and check only 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 only if applicable and check only 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: 044552.067800 File with: Cook County, IL	

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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

ONNI 311 N. MORGAN LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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):

311 North Morgan Street, Chicago, IL
60607

Cook County

16. Description of real estate:

17. MISCELLANEOUS:

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SCHEDULE A

DEBTOR: ONNI 311 N. MORGAN LLC c/o Onni Group 200 – 1010 Seymour Street Vancouver, BC V6B 3M6	SECURED PARTY: GOLDMAN SACHS BANK USA 200 West Street New York, NY 10282
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Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party and its successors and assigns all of its rights, title and interests to the extent now owned, or hereafter acquired by Debtor, in and to the following (collectively, the "**Property**") (All capitalized terms not defined herein shall have the respective meanings set forth in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 23, 2024, by Debtor, as Debtor, in favor of Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "**Security Instrument**")):

(a) **Land.** The Land described in **Exhibit A** attached hereto and made a part hereof (the "**Land**");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the Lien of the Security Instrument;

(c) **Improvements.** The Improvements;

(d) **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, rights to oil, gas, minerals, coal and other substances of any kind or character, 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 Real Property and the reversion and reversions, remainder 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 Real Property and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods), furniture, software used in or to operate any of the foregoing, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies,

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curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other tangible property of every kind and nature whatsoever (collectively, "Inventory") owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon or in the Real Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of Real Property (or any portion thereof) 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 or in the Real Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Real Property (or any portion 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 UCC, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(f) Leases and Rents. All existing and future leases, subleases or sub-subleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect) affecting the use, enjoyment, or occupancy of all or any part the Real Property heretofore or hereafter entered into and all extensions, amendments, modifications or other agreements relating to such leases, subleases, sub-subleases, or other agreements entered into in connection with such leases, subleases, sub-subleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Debtor, its successors and assigns, therein, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder ("Lease Guaranties"), and all securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Real Property (or any portion thereof), the Improvements, all income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Land and/or the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, subsublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of

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the Land and/or Improvements, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease, subsublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Land whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Obligations;

(g) Condemnation Awards. All awards or payments, including interest thereon, 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 proceeds of and any unearned premiums on any Policies covering the Property or any portion thereof (the "Insurance Proceeds"), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(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, 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 Real Property (or any portion thereof) or respecting any business or activity conducted on the Real Property (or any portion thereof) (including, without limitation, any 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) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

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(m) Intangibles. The Intangibles;

(n) Accounts Receivables. All right, title and interest of Debtor arising from the operation of the Real Property (or any portion thereof) in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper (hereinafter referred to as "Accounts Receivable") including, without limiting the generality of the foregoing, (i) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Real Property (or any portion thereof) or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) Debtor's rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (iii) Debtor's rights in, to and under all purchase orders for goods, services or other property, (iv) Debtor's rights to any goods, services or other property represented by any of the foregoing, (v) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor) and (vi) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom:

(o) Proceeds. All proceeds of any of the foregoing, including, without limitation, Insurance Proceeds and condemnation awards, whether cash, liquidation or other claims or otherwise; and

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

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EXHIBIT A

PARCEL 1:

LOT 9 (EXCEPT THE SOUTH 5 FEET THEREOF DEDICATED FOR ALLEY) IN BLOCK 15 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOT 3 AND ALL OF LOTS 4, 5, AND 6 IN BLOCK 15 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TOGETHER WITH THE SOUTH 1/2 OF VACATED CARROLL AVENUE LYING NORTH AND ADJOINING SAID WEST 1/2 OF LOT 3 AND ALL OF LOTS 4 AND 5, AS VACATED BY ORDINANCE RECORDED SEPTEMBER 18, 2008 AS DOCUMENT NUMBER 0826245111.

PARCEL 3:

THE NORTH 1/2 OF VACATED CARROLL AVENUE (AN 80 FOOT WIDE STREET PER RECORDED PLAT OF SUBDIVISION AND 66 FEET WIDE AS MEASURED AND OCCUPIED) LYING SOUTH OF THE SOUTH LINE OF LOTS 14, 15 AND 16 IN BLOCK 4 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 16, AFORESAID, TO THE NORTHWEST CORNER OF LOT 5 IN BLOCK 15 IN CARPENTER'S ADDITION TO CHICAGO, AFORESAID, AND LYING WEST OF THE SOUTHERLY EXTENSION OF A LINE, HEREINAFTER REFERRED TO AS LINE "A", SAID LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 10.781 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 9 IN BLOCK 4 IN CARPENTER'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 36.50 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 36 SECONDS EAST, ALONG A LINE WHOSE TERMINUS IS 19.95 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8 IN BLOCK 4 IN CARPENTER'S ADDITION TO CHICAGO, AFORESAID, AS MEASURED ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 103.20 FEET TO THE NORTHERLY TERMINUS OF THE AFOREMENTIONED LINE "A"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID LINE "A", 185.435 FEET TO THE SOUTHERLY TERMINUS OF SAID LINE "A", BEING A POINT ON THE SOUTH LINE OF LOT 14, AFORESAID, AND 139.30 FEET, (AS MEASURED ALONG THE NORTH LINE OF LOTS 14, 15 AND 16, AFORESAID, BEING ALSO THE NORTH LINE OF VACATED W. CARROLL AVENUE), EAST OF THE SOUTHWEST CORNER OF SAID LOT 16, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT-OF-WAY, AS CREATED IN THE DRIVEWAY EASEMENT AGREEMENT BY AND BETWEEN 345 N. MORGAN, LLC AND 311 N. MORGAN, LLC, DATED AUGUST 17, 2015 AND RECORDED AUGUST 17, 2015 AS DOCUMENT NUMBER 1522922046, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, ON, OVER, ACROSS, ALONG AND THROUGH THAT

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PORTION OF THE NORTH DRIVEWAY EASEMENT AREA WHICH IS LOCATED ON 345 N. MORGAN, LLC PARCEL, WHICH LAND IS DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 14, 15, 16 IN BLOCK 4 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 00 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE WEST LINE THEREOF, 13.00 FEET; THENCE SOUTH 80 DEGREES 37 MINUTES 44 SECONDS EAST, 139.16 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 43 SECONDS WEST, 13.30 FEET TO A POINT ON THE SOUTH LINE OF LOT 14; THENCE NORTH 89 DEGREES 30 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 139.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 311 N. Morgan Street, Chicago, Illinois 60607

PERMANENT INDEX NUMBER: 17-08-412-005-0000 and 17-08-412-014-0000