

UNIFORM COMMERCIAL CODE UNOFFICIAL COPY FORM UCC-1

Registered, Inc.
514 North La Salle
Chicago, Illinois 60610
(312) 427-1211

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only using perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with inter-leaf carbon paper to the filing officer. By using this form, the Debtor and Secured Party agree to pay the filing fee.
- If the space provided for any item(s) on the form is inadequate, the form(s) should be continued on additional sheets, preferably 8 1/2" x 11" or 8 1/2" x 10". Only one copy of each additional sheet need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, including, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give names of relevant owners.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed (and assigned) set of three forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign form as a legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Houston Foods Co.
3501 Mt. Prospect Road
Franklin Park, Illinois 60131
94384136

Fed. Tax I.D. 36-3946535

2. Secured Party(ies) and address(es)

Banque Nationale de Paris,
New York Branch, as Agent
499 Park Avenue
7th Floor
New York, New York 10022

Fed. Tax I.D. 94-677765

For Filing Officer (Date, Time, Number, and Filing Office)

DEPT-01 RECORDING \$37.50
T00012 TRAN 9858 04/28/94 13:55:00
06461 + SK * -94 -384 136
COOK COUNTY RECORDER

4. This financing statement covers the following types (or items) of property

THIS FINANCING STATEMENT IS TO BE FILED (FOR RECORD) IN THE REAL ESTATE RECORDS.

All of the Debtor's right, title and interest in and to the following collateral, whether now owned or hereafter acquired: all equipment, fixtures, inventory, goods, agreements, cash, accounts, general intangibles, contract rights, receivables, documents, chattel paper, instruments, deposit accounts, investments, shares of capital stock, debt and other obligations of any kind, and all proceeds and products of any and all of the foregoing, all as more fully described in Exhibit A attached hereto and made a part hereof. Portions of the Debtor's collateral may be located at, but not limited to the following location: 3501 Mt. Prospect Road, Franklin Park, Illinois 60131. The record owner of the real estate is described on Exhibit B attached hereto and made a part hereof. P.I.N. No.: 12-19-300-007-0000- Volume No.: 64.

5. Assignment(s) of Secured Party and Acknowledgment

94384136

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

Filed with

Cook County, Illinois

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented: 7

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

By:

[Signature]
Signature(s) of Debtor(s)
JTS PRESIDENT

By:

[Signature]
Signature(s) of Secured Party(ies)

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EXHIBIT A
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor:

HFC Acquisition Sub II, Inc.

Fed. Tax ID No. 36-3946535

Secured Party:

Banque Nationale de Paris,
New York Branch, as Agent

Fed. Tax ID No. 941-677765

The Debtor hereby assigns and pledges to the Agent (as defined below) for its benefit and the ratable benefit of the Lenders (as defined below), and hereby grants to the Agent for its benefit and the ratable benefit of the Lenders, under the Credit Agreement between HFC Acquisition Sub II, Inc., the banks parties thereto (the "Lenders") and Banque Nationale de Paris, New York Branch, as agent for the Lenders (the "Agent"), in the following (collectively, the "Collateral"):

(a) all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all equipment in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all computers, office and other machinery, furniture, tools, spare parts and all parts thereof, and operating supplies therefor), all fixtures and all parts thereof and all accessions thereto (any and all such equipment, fixtures, parts and accessions being the "Equipment");

(b) all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all (i) baskets, boards, ceramics, woodenware, boxes, popcorn tins, popcorn, hams, sausages, cheeses, jellies, cookies, hard candies, coffees, teas and all raw materials and work in process therefor, finished goods thereof and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee) and

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Debtor:

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Secured Party:

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New York Branch, as Agent

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(iii) goods that are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

(c) all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles and obligations, to the extent not referred to in clause (d), (e) or (f) below, being the "Receivables", and any and all such leases, security agreements and other contracts being the "Related Contracts");

(d) all of the following (collectively, the "Security Collateral");

(i) the pledged shares listed on Part A of Schedule I hereto and the certificates representing the pledged shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the pledged shares;

(ii) the pledged indebtedness listed on Part B of Schedule I hereto and the instruments evidencing the pledged indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the pledged indebtedness;

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Debtor:

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Fed. Tax ID No. 36-3946535

Secured Party:

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(iii) all additional shares of stock from time to time acquired by the Debtor in any manner and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares; and

(iv) all additional indebtedness from time to time owed to the Debtor in any manner and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness;

(e) all of the Debtor's right, title and interest in and to each of the agreements listed on Schedule II hereto and each Secured Hedge Agreement to which the Debtor is now or may hereafter become a party, in each case as such agreements may be amended, supplemented or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements or any documents, instruments or opinions delivered pursuant thereto, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, (iv) any right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance, and otherwise exercise all remedies thereunder and (v) all rights of the Debtor in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to the Assigned Agreements (all such Collateral being the "Agreement Collateral");

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(f) all of the following (collectively, the "Account Collateral"):

(i) all deposit accounts of the Debtor, all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such deposit accounts;

(ii) all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Agent for or on behalf of the Debtor in substitution for or in addition to any or all of the then existing Account Collateral; and

(iii) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral; and

(g) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) through (f) above) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

Without limiting the foregoing description, the grant by the Debtor of the security interest in and to certain Collateral is subject to the terms of the Intercreditor Agreement dated as of April 26, 1994 among the Debtor, the Agent and LaSalle National Bank, in its capacity as lender under a loan and security agreement dated as of April 26, 1994.

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SCHEDULE I TO
EXHIBIT A
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

PART A

Issuer	Class of Stock	Stock Certificate No(s)	Par Value	Number of Shares	Percentage of Outstanding Shares

None.

PART B

Issuer of Indebtedness	Description of Indebtedness	Certificate No(s)	Final Maturity	Original Principal Amount

None.

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SCHEDULE II TO
EXHIBIT A TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

ASSIGNED AGREEMENTS

None.

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EXHIBIT B
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor

HFC Acquisition Sub II, Inc.

Fed. Tax ID No. 36-3946535

Secured Party:Banque Nationale de Paris,
New York Branch, as Agent

Fed. Tax ID No. 941-677765

FRANKLIN PARK LEASE, 3501 Mt. Prospect Road, Franklin Park, Illinois:

A. LEGAL DESCRIPTION OF REAL ESTATE:

The North 445 feet (except the East 200 feet thereof and except the West 33 feet thereof) of the Southwest Fractional 1/4 of Fractional Section 19, Township 40 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.

B. P.I.N. No.: 12-19-300-007-0000 - Volume No.: 64.C. THE RECORD OWNER OF THE PROPERTY IS:

LaSalle National Bank, N.A., Successor Trustee to LaSalle National Bank, as Trustee under Trust Agreement dated December 22, 1986 and known as trust no. 1118875.

Handwritten:
 Relyea-Lee Services
 1524 Central Ave.
 P.O. Box 5167
 Albany, N.Y. 12205-0167
 9754236

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