

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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INSTRUCTIONS:

PLEASE TYPE this form. Fold only along perforation for mailing.
Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

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

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

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

Secured Party(ies) and address(es)

OPUS NORTH CORPORATION
9700 West Higgins
Suite 900
Rosemont, Illinois 60018

GWL PROPERTIES INC.
7400 East Orchard Road
Suite 230
Englewood, Colorado 80111

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

The collateral as described on Attachment 1 attached hereto and incorporated herein by this reference.

ASSIGNEE OF SECURED PARTY

2. Products of Collateral are also covered.

Additional sheets presented

Filed with Office of Secretary of State of Illinois

Debtor is a transmitting utility as defined in UCC § 9-105

OPUS NORTH CORPORATION

By *James Aggar* President
Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered by UCC § 9-402 (2)

(1) FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Illinois Secretary of State

Property of Cook County Clerk's Office

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No.

COOK COUNTY CLERK'S OFFICE
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ATTACHMENT 1

COLLATERAL

All of the right, title and interest of Debtor in and to all:

- (i) Furniture, furnishings, equipment, machinery, appliances and goods now or hereafter located upon or within the Land (hereinafter defined) or the Buildings (hereinafter defined), excluding, however, any such items or property located in the management office, if any, of Debtor, QP One Corporation or Opus Corporation, or any of their Affiliates (hereinafter defined) located in the Buildings or related to the operations of any such management office;
- (ii) General intangibles, accounts, contract rights, and inventory and all warranties, claims and causes of action inuring to the benefit of Debtor with respect thereto, proceeds (including without implied limitation, all insurance awards, and all proceeds therefrom and settlements) arising out of, resulting from or appertenant to Debtor's ownership of the Land, Buildings, Fixtures (hereinafter defined), Leases (hereinafter defined), Service Contracts (hereinafter defined) or the items described in Clause (i) above;
- (iii) All other personal property (other than the Fixtures) of any kind or character as defined in and subject to the provisions of the Illinois Uniform Commercial Code - Secured Transactions (ILL. REV. STAT., Chapt. 26 §9-101, et seq.) now or hereafter located upon or within the Land or the Buildings; and
- (iv) Accessories, replacements and substitutions to or for items described in clauses (i), (ii) and (iii) above and the proceeds thereof and therefrom;

(herein collectively called "Personalty").

Notwithstanding the foregoing, the Personalty shall include general intangibles, or contract rights owned by Debtor and located upon the Land and/or Buildings only if such are used in connection with, or related to, the Mortgaged Property

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(hereinafter defined). Notwithstanding the foregoing, the Personality shall not include the name or logo of Debtor or Debtor's Affiliates.

For purposes of this Attachment 1, the following terms shall have the following meanings:

- (a) Affiliate: Any corporation, partnership, association or other entity controlled by, controlling, or under common control with the applicable party. "Control" as used in this definition of Affiliate shall require the ownership of at least 50% of the beneficial ownership interest of the controlled entity.
- (b) Building(s): Any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and Debtor's interest in any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part, thereof, and all warranties, claims and causes of action inuring to the benefit of Debtor with respect thereto.
- (c) Encrowed Sums: The amounts to be paid by Debtor to Secured Party toward the creation of a fund for the payment of taxes and insurance premiums for the Mortgaged Property.
- (d) Fixtures: Debtor's interest in all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or the Land, including, but not limited to any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators, ranges and ovens, recreational equipment and facilities of all kinds, and all

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warranties, claims and causes of action inuring to the benefit of Debtor with respect thereto.

- (e) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.
- (f) Land: The parcel of real estate or interest therein described in Exhibit "A" to this Attachment 1 which is incorporated herein for all purposes, and all Buildings and Fixtures and all rights, titles, interests, warranties, claims, and causes of action, inuring to the benefit of Debtor appurtenant thereto and arising therefrom; all of such referred to collectively as "Land".
- (g) Leases: Debtor's interest in any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, and all other agreements, which in any way relate to the use, occupancy or enjoyment of the Mortgaged Property or any portion thereof, and all claims and causes of action inuring to the benefit of Debtor with respect thereto, save and except any and all leases, subleases or other agreements pursuant to which Debtor is granted title to, ownership of or a possessory interest in the Mortgaged Property, together with any amendments, extensions, renewals and replacements of any of the foregoing.
- (h) Mortgaged Property: The Land, Buildings, Fixtures, Personalty, Service Contracts, Leases, Rents and Escrowed Sums relating to such Land, together with:
- (i) all right, title and interest of Debtor in and to any rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto, including but not limited to all water and riparian rights, and all right, title and interest of Debtor in and to any streets, ways, alleys, stripes or

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gores of land adjoining the Land or any part thereof; and

- (ii) all right, title and interest of Debtor in and to any betterments, additions, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and
- (iii) all of Debtor's right, title and interest in and to any award, awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority to the present or any subsequent owner of the Land, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings; and
- (iv) any and all proceeds from the Land, Buildings, Fixtures, Personalty, Service Contracts and other property described in this Paragraph (h).
- (i) Rents: All of the rents, security deposits, revenues, income, proceeds, profits and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any portion thereof, and all claims and causes of action inuring to the benefit of Debtor with respect thereto.
- (j) Service Contracts: Debtor's right, title and interest in and to any and all utility contracts, maintenance agreements, service contracts, insurance policies, fidelity bonds, indemnity bonds, construction contracts, engineer's, designer's and architect's contracts, bonds (performance, payment or otherwise), escrows (for lien claims, tenant finish or otherwise) and all other agreements executed at any time which in any way relate to the use, operations, maintenance, enjoyment or ownership of the Land, Buildings, Fixtures, Personalty, or other portions of the Mortgaged Property, any and all warranties, claims and causes of action inuring to the benefit of Debtor with respect thereto, save and except the Leases,

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and any and all agreements pursuant to which Debtor is granted title to, ownership of or a possessory interest in the Mortgaged Property (or any portion thereof). Notwithstanding the foregoing, Service Contracts shall not include any service contracts in which the provider of services is Debtor, QP One Corporation, a Minnesota Corporation, Opus Corporation, a Minnesota corporation, or any of their Affiliates.

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