



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE:

WWL DHOTEL INVESTORS, LLC,
a Delaware limited liability company,

Assignor,

To:

DUCK (ABC), LLC,
a Delaware limited liability company,

Assignee.

Consolidated

C.A. No. 2020-1087-JTL

AFFIDAVIT OF INVENTORY
PURSUANT TO 10 DEL. C. § 7381

I, James E. Gansman, declare and state:

1. I am an authorized representative of Duck (ABC), LLC (“Assignee”), the assignee for the benefit of creditors of WWL DHotel Investors, LLC (“Assignor” or “DHotel Investors”). If called upon, I can and will competently testify to the facts stated herein from my own personal knowledge or from a review of the files and records of the Assignee. I am the Custodian of Records of the Assignee, and I am responsible for overseeing the maintenance of the records to ensure their authenticity by persons whose business duty it is to maintain the records accurately and correctly. As to those matters in this affidavit (the “Affidavit”) stated on information and belief, I believe them to be true.

2. I have extensive experience in insolvency matters, and I am the

President of Rock Creek Advisors LLC (“Rock Creek”), a financial advisory firm which, along with its subsidiaries, specializes in serving as assignees in assignments for the benefit of creditors.

3. Assignee is a Delaware limited liability company and newly formed, wholly-owned subsidiary of Rock Creek, created for the purpose of administering the DHotel Investors assignment estate for the benefit of Assignor’s creditors.

4. Assignor and its affiliate, WWL DHotel Land, LLC (“DHotel Land” and, together with DHotel Investors, the “Assignor Entities”), each a Delaware limited liability company, are indebted to creditors and unable to operate as going concern entities. As a result, the Assignor Entities are desirous of providing for payment of their debts so far as possible through the process afforded under 10 Del. C. §§ 7381–7387 and have solicited the assistance of the Assignee and its affiliates to administer the Assignor Entities’ assignment estates (together, the “Assignment Estates,” and each individually an “Assignment Estate”).

5. On December 18, 2020, the Assignor assigned all of the Assignor’s right, title, and interest in its assets to Assignee pursuant to that certain General Assignment executed by the Assignor and the Assignee (the “DHotel Investors General Assignment”).

6. On December 21, 2020, Assignee filed its Verified Petition for Assignment for the Benefit of Creditors (the “Petition”), thereby commencing the

above-captioned assignment for the benefit of creditor proceeding (the “ABC Proceeding”).¹

7. On December 23, 2020, the Assignee and its affiliate filed with the Court a Joint Motion to Consolidate on an *Ex Parte* Basis (the “Consolidation Motion”) the ABC Proceedings for administrative purposes only. The Court granted the Consolidation Motion on December 30, 2020.

8. Historically, DHotel Land Assignor was the owner of an interest in the property known as The Drake Hotel, a luxury hotel located in Chicago, Illinois (the “Property”). From the Property, the Assignor Entities generated all of their revenues. Specifically, prior to the assignment, DHotel Investors owned 100% of the equity of DHotel Land, which, in turn, owned approximately 30% of the Property via a lease from the landlord thereof (the “Landlord”). In July 2020, however, DHotel Land surrendered its interest in the Property through a Deed in Lieu, and the ownership thereof reverted to the Landlord. As such, as of the date hereof, DHotel Land no longer retains an interest in the Property, which was its only asset.

¹ Simultaneous with the filing of the Petition, the other Assignor Entity, WWL DHotel Land, LLC, filed through its respective assignee, Quack (ABC), LLC, a Verified Petition for Assignment for the Benefit of Creditors in the Delaware Chancery Court (the “Quack ABC Proceeding” and, together with the ABC Proceeding, the “ABC Proceedings”). WWL DHotel Land, LLC had previously executed its own General Assignment with Quack (ABC), LLC (the “DHotel Land General Assignment” and, together with the DHotel Investors General Assignment, the “General Assignments”).

9. The creditors of the Assignor Entities are owed as of the date hereof approximately \$11.5 million. Without the revenue stream generated by their ownership in the Property, however, the Assignor Entities were unable to continue making payments to their creditors.

10. Prior to the Assignor's execution of the General Assignments and related documents, each of the Assignor Entities' managers extensively explored, with the aid of seasoned professionals, options to maximize value for its constituents. For various reasons, none of these options were viable, and thus, each of the Assignor Entities determined that the filing of an assignment for the benefit of creditors was the most appropriate mechanism for acting in the best interests of its creditors and stakeholders.

11. To the best of my knowledge, Assignee possesses good and marketable title to all of Assignor's inventory, a true and correct list of which is attached to this Affidavit as Exhibit A, and by this reference incorporated herein (the "Inventory").

12. To the best of my knowledge, which is based solely on (a) Assignee's review of the (i) Uniform Commercial Code searches of Assignor in Delaware, and (ii) tax and judgment lien searches in Delaware (collectively, the "Lien Searches"), and (b) discussion between and among members of my firm and former members of the management of Assignor, no perfected liens, security interests, encumbrances,

or other security arrangements of any nature whatsoever on the Inventory exist, other than as disclosed in the Lien Searches. A true and correct copy of the Lien Searches is attached to this Affidavit as Exhibit B, and by this reference are incorporated herein.

13. Pursuant to 10 Del. C. § 3927 and the Delaware Supreme Court's Administrative Order No. 16 dated January 28, 2021, I, James Gansman hereby state:

14. I am an authorized representative for Petitioner Duck (ABC), LLC ("Assignee"), and do hereby certify that I have read the foregoing Affidavit of Inventory Pursuant to 10 Del. C. § 7381, and the facts contained therein are true and correct as they relate to the acts and deeds of Assignee and are true and correct to the best of my knowledge, information, and belief as to the other acts and deeds alleged.

I declare under penalty of perjury under the laws of Delaware that the foregoing is true and correct.

Executed on the 4 day of March, 2021.

DUCK (ABC), LLC

By: James Gansman
James Gansman



EXHIBIT A

Inventory List

DUCK (ABC), LLC

Assets

<u>Amount</u>	<u>Description</u>
\$96,098.56	Hotel Account. Hilton had a right of setoff based on the Management Agreement and has since swept this account as a secured creditor in these funds. Therefore these funds are not available to unsecured creditors.
\$690,243.93	Cash deposited to DUCK (ABC), LLC bank account as of December 22, 2020
\$786,342.49	Total

:

EXHIBIT B

Lien Searches

Delaware

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The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2020 AT 9:05 A.M.
FOR DEBTOR, WWL DHOTEL INVESTORS, LLC

1 OF 5 FINANCING STATEMENT 20134641701

EXPIRATION DATE: 11/25/2023

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.

350 W. HUBBARD ST., STE 250 ADDED 11-25-13

CHICAGO, IL US 60654

SECURED: ISTAR FINANCIAL INC.

1114 AVENUE OF THE AMERICAS, ADDED 11-25-13

27TH FLOOR REMOVED 03-30-15

NEW YORK, NY US 10036

SECURED: ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.

1114 AVENUE OF THE AMERICAS, 39T ADDED 03-30-15

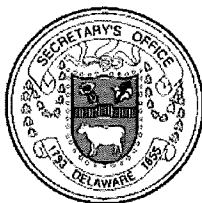
H FLOOR REMOVED 01-27-17

NEW YORK, NY US 10036

SECURED: ISTAR INC.

1114 AVENUE OF THE AMERICAS ADDED 01-27-17

NEW YORK, NY US 10036




Jeffrey W. Bullock, Secretary of State

20212358573-UCC11
SR# 20208651820

Authentication: 204322864
Date: 12-15-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

F I L I N G H I S T O R Y

20134641701	FILED 11-25-13	AT 12:56 P.M.	FINANCING STATEMENT
20151328912	FILED 03-30-15	AT 3:32 P.M.	FULL ASSIGNMENT
20170109014	FILED 01-05-17	AT 5:13 P.M.	AMENDMENT
20170609997	FILED 01-27-17	AT 1:00 P.M.	AMENDMENT
20185779349	FILED 08-21-18	AT 3:37 P.M.	CONTINUATION
20188628170	FILED 12-12-18	AT 6:06 P.M.	TERMINATION
20190026521	FILED 01-02-19	AT 4:31 P.M.	TERMINATION

2 OF 5

FINANCING STATEMENT

20134641859

EXPIRATION DATE: 11/25/2023

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.

350 W. HUBBARD ST., STE 250

ADDED 11-25-13

CHICAGO, IL US 60654

SECURED: ISTAR FINANCIAL INC.

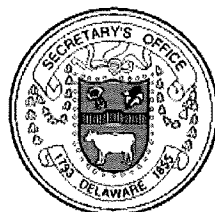
1114 AVENUE OF THE AMERICAS,

ADDED 11-25-13

27TH FLOOR

REMOVED 03-30-15

NEW YORK, NY US 10036




Jeffrey W. Bullock, Secretary of State

20212358573-UCC11

SR# 20208651820

Authentication: 204322864

Date: 12-15-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 3

The First State

SECURED: ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.
1114 AVENUE OF THE AMERICAS, 39T ADDED 03-30-15
H FLOOR
NEW YORK, NY US 10036

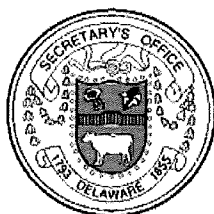
F I L I N G H I S T O R Y

20134641859	FILED 11-25-13	AT 12:57 P.M.	FINANCING STATEMENT
20151328029	FILED 03-30-15	AT 3:25 P.M.	FULL ASSIGNMENT
20185779364	FILED 08-21-18	AT 3:37 P.M.	CONTINUATION
20188627958	FILED 12-12-18	AT 6:06 P.M.	TERMINATION
20190027909	FILED 01-02-19	AT 4:56 P.M.	TERMINATION

3 OF 5 FINANCING STATEMENT 20164086318

EXPIRATION DATE: 07/07/2021
DEBTOR: WWL DHOTEL INVESTORS, L.L.C.
900 NORTH MICHIGAN AVENUE SUITE 1900 ADDED 07-07-16
CHICAGO, IL US 60611

SECURED: MERIDIAN LEASING CORPORATION
NINE PARKWAY NORTH SUITE 500 ADDED 07-07-16




Jeffrey W. Bullock, Secretary of State

20212358573-UCC11
SR# 20208651820

Authentication: 204322864
Date: 12-15-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

DEERFIELD, IL US 60015

F I L I N G H I S T O R Y

20164086318 FILED 07-07-16 AT 12:22 P.M. FINANCING STATEMENT

4 OF 5 FINANCING STATEMENT 20172725569

EXPIRATION DATE: 04/26/2022

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.

140 E WALTON PLACE ADDED 04-26-17

CHICAGO, IL US 60611

SECURED: U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK
NATIONAL ASSOCIATION

1310 MADRID STREET ADDED 04-26-17

MARSHALL, MN US 56258

F I L I N G H I S T O R Y

20172725569 FILED 04-26-17 AT 10:45 A.M. FINANCING STATEMENT

20205221645 FILED 07-29-20 AT 5:15 P.M. TERMINATION




Jeffrey W. Bullock, Secretary of State

20212358573-UCC11

SR# 20208651820

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204322864

Date: 12-15-20

Delaware

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The First State

5 OF 5

FINANCING STATEMENT

20188624211

EXPIRATION DATE: 12/12/2023

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.

350 W. HUBBARD STREET, SUITE 250 ADDED 12-12-18

CHICAGO, IL US 60654

SECURED: ACORE CAPITAL MORTGAGE, LP, AS ADMINISTRATIVE AGENT

80 E. SIR FRANCIS DRAKE BLVD., ADDED 12-12-18

SUITE 2A

LARKSPUR, CA US 94939

F I L I N G H I S T O R Y

20188624211 FILED 12-12-18 AT 4:55 P.M. FINANCING STATEMENT

20204804409 FILED 07-13-20 AT 10:43 A.M. TERMINATION

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, WWL DHOTEL INVESTORS, LLC AS OF DECEMBER 10, 2020 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20212358573-UCC11

SR# 20208651820

Authentication: 204322864

Date: 12-15-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:56 PM 11/25/2013
INITIAL FILING # 2013 4641701

SRV: 131346074

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Please return to Kristin Kronberg CT Lien Solutions A WoltersKluwer Company 208 South LaSalle Suite 814 Chicago IL 60604

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 WWL DHOTEL INVESTORS, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Lodging Captial Partners, 350 W. Hubbard St., Ste 250	Chicago	IL	60654	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 ISTAR FINANCIAL INC.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1114 Avenue of the Americas, 27th Floor	New York	NY	10036	USA

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

This Financing Statement covers all personal property of Debtor, as more fully described on Exhibit A attached hereto and made a part hereof, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

5. Check only if applicable and check only one box. Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILE WITH DE SOS

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.,
a Delaware limited liability company
c/o Lodging Capital Partners, LLC
350 W. Hubbard Street, Suite 250
Chicago, Illinois 60654

SECURED PARTY: iSTAR FINANCIAL INC.
a Maryland corporation
1114 Avenue of the Americas, 27th Floor
New York, New York 10036

Reference is hereby made to that certain Security Agreement (as amended, modified, supplemented, or restated from time to time, the “**Agreement**”) by Debtor in favor of Secured Party. This financing statement covers all of the following, whether now owned or hereafter acquired (all of which being herein collectively called the “**Pledged Collateral**”):

- (a) all of Debtor’s right, title and interest as a member in the Company, including without limitation, all of Debtor’s right to receive distributions at any time or from time to time of cash and other property, real, personal or mixed, from the Company upon complete or partial liquidation or otherwise;
- (b) all of Debtor’s right, title, and interest in the Company’s property;
- (c) all of Debtor’s right, title and interest, if any, to participate in the management and voting of the Company;
- (d) all of Debtor’s right, title and interest in and to:
 - (i) all rights, privileges, authority and power of Debtor as owner and holder of the items specified in (a), (b), and (c) above, including but not limited to, all contract rights related thereto;
 - (ii) all options and other agreements for the purchase or acquisition of any interests in the Company; and
 - (iii) any document or certificate representing or evidencing Debtor’s rights and interests in the Company; and
- (e) to the extent not otherwise included, all Proceeds and products of any of the foregoing.

Defined Terms:

“**Code**” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

“Company” shall mean WWL DHotel Land, L.L.C., a Delaware limited liability company.

“Proceeds” shall mean “proceeds”, as such term is defined in the Code and shall include, but not be limited to, (i) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (ii) any and all amounts paid or payable to Debtor for or in connection with any sale or other disposition of Debtor’s interests in the Company and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Gisella Melendez	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES	
2727 ALLEN PARKWAY	
SUITE 1000	
HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:32 PM 03/30/2015
INITIAL FILING # 2013 4641701
AMENDMENT # 2015 1328912
SRV: 150435528

1a. INITIAL FINANCING STATEMENT FILE # 2013 4641701	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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

4. # ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME ISTAR FINANCIAL INC.				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS 1114 AVENUE OF THE AMERICAS, 39T H FLOOR		CITY NEW YORK	STATE NY	POSTAL CODE 10036	COUNTRY US

7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
--------------------------	----------------------------------

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral # assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
Istar Financial Inc.

10. OPTIONAL FILER REFERENCE DATA
DE-0-47372654-49705146

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [125842389] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 05:13 PM 01/05/2017
U.C.C. Initial Filing No: 2013 4641701
Amendment No: 20170109014
Service Request No: 20170076426

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20134641701

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: **AND** Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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

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:
The collateral is amended as shown on Exhibit A attached hereto.
Collateral Description - please see attached

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
ISTAR FINANCIAL INC.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DEBTOR:WWL DHOTEL INVESTORS, L.L.C.

Exhibit A to UCC3 Financing Statement

Section 2(a) is amended to read as follows:

“(a) all of Debtor’s right, title and interest as a member in the Company, including without limitation, all Proceeds;”

The definition of “**Proceeds**” is amended to read as follows:

“**Proceeds**” shall mean “proceeds”, as such term is defined in the Code and shall include, but not be limited to, (i) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (ii) any and all amounts paid or payable to Debtor for or in connection with any sale or other disposition of Debtor’s interests in the Company and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral, including Debtor’s right to receive distributions at any time or from time to time of cash and other property, real, personal or mixed, from the Company upon complete or partial liquidation or otherwise.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1266 86026 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Delaware (S.O.S.)

Delaware Department of State
U.C.C. Filing Section
Filed: 01:00 PM 01/27/2017
U.C.C. Initial Filing No: 2013 4641701
Amendment No: 20170609997
Service Request No: 20170494088

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20134641701 11/25/2013	1b. <input type="checkbox"/> 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
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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: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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	iSTAR FINANCIAL INC.			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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	iSTAR INC.			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	1114 Avenue of the Americas	CITY	New York	STATE	NY	POSTAL CODE	10036	COUNTRY	USA
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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	iSTAR FINANCIAL INC.			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: WWL DHOTEL INVESTORS, L.L.C. 1266 86026

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [151057215] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 03:37 PM 08/21/2018
U.C.C. Initial Filing No: 2013 4641701
Amendment No: 2018 5779349
Service Request No: 20186281671

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20134641701

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record 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				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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	FIRST PERSONAL NAME	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 ISTAR FINANCIAL INC.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CAPITOL SERVICES, INC.

B. E-MAIL CONTACT AT FILER (optional)
npjiazza@cgsh.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CAPITOL SERVICES, INC.

Delaware Department of State
 U.C.C. Filing Section
 Filed: 06:06 PM 12/12/2018
 U.C.C. Initial Filing No: 2013 4641701
 Amendment No: 2018 8628170
 Service Request No: 20188120767

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2013 4641701 Filed On 11/25/2013

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: **AND** Check one of these three boxes to:
 This Change affects Debtor or Secured Party of record 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

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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 **ISTAR INC.**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
17595-065 -Delaware Secretary of State; Debtor: WWL DHOTEL INVESTORS, L.L.C.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2013 4641701

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME iSTAR INC.	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Additional Authorizing Secured Parties:
iSTAR FINANCIAL INC.
ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [157032726] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:31 PM 01/02/2019
U.C.C. Initial Filing No: 2013 4641701
Amendment No: 2019 0026521
Service Request No: 20190023344

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20134641701	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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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: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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

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
ISTAR FINANCIAL INC.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DEBTOR: WWL DHOTEL INVESTORS, L.L.C

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:57 PM 11/25/2013
INITIAL FILING # 2013 4641859

SRV: 131346096

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Please return to Kristin Kronberg CT Lien Solutions A WoltersKluwer Company 208 South LaSalle Suite 814 Chicago IL 60604

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 1D of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WWL DIHOTEL INVESTORS, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Lodging Captial Partners, 350 W. Hubbard St., Ste 250	Chicago	IL	60654	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 1D 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 iSTAR FINANCIAL INC.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1114 Avenue of the Americas, 27th Floor	New York	NY	10036	USA

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

This Financing Statement covers all personal property of Debtor, as more fully described on Exhibit A attached hereto and made a part hereof, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILE WITH DE SOS (Loan and Security Agreement)

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: WWL DHOTEL INVESTORS, L.L.C.,
a Delaware limited liability company
c/o Lodging Capital Partners, LLC
350 W. Hubbard Street, Suite 250
Chicago, Illinois 60654

SECURED PARTY: iSTAR FINANCIAL INC.
a Maryland corporation
1114 Avenue of the Americas, 27th Floor
New York, New York 10036

Reference is hereby made to that certain Loan and Security Agreement, dated as of November __, 2013 (as amended, modified, supplemented, or restated from time to time, the “**Agreement**”), by and between Debtor, WWL DHotel Land, L.L.C. (“**Land Borrower**”) and Secured Party. This financing statement covers all of Debtor’s right, title and interest in, to and under any and all of the following, whether now and/or existing and/or now owned and/or hereafter acquired and/or arising:

- (1) the Accounts;
- (2) the Loan Accounts and other Loan Account collateral;
- (3) the Fixtures and Personalty;
- (4) the General Intangibles;
- (5) the Inventory;
- (6) the Leases;
- (7) the Other Property;
- (8) the Rents and other Gross Revenues;
- (9) the Securities;
- (10) the Proceeds;
- (11) without any duplication, any and all other assets, and other personal property of Debtor; and
- (12) together with all accessions to, substitutions for, and replacements of, and of the foregoing and any and all products and cash and non-cash proceeds of any of the foregoing (collectively, the “**UCC Collateral**”).

Defined Terms:

“**Acceptable Financial Institution**” means a depository institution or trust company incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal or state banking authorities, so long as (a) at all times the short-term commercial paper, certificates of deposit or other debt obligations of such depository institution or trust company are rated at least A-1 by S&P and P-1 by Moody’s and the long-term unsecured debt obligations of which are rated at least A by S&P and the equivalent thereof by

Moody's and (b) Secured Party shall have approved (such approval not to be unreasonably withheld) such depository institution or trust company (which approval shall be deemed given if the applicable institution satisfies the criteria in clause (a) above).

"Accounts" means Debtor's present and future rights to receive payment of money, accounts and accounts receivable including (a) rights to payment of money, accounts and accounts receivable arising from or relating to the construction, use, leasing, occupancy or operation of the Property, the rental of, or payment for, space, goods sold or leased or services rendered, whether or not yet earned by performance, and all other "accounts" (as defined in the UCC), (b) rights to payment, accounts, and accounts receivable arising from any consumer credit, charge, entertainment or travel card or service organization or entity, (c) all reserves, deferred payments, refunds, cost savings payments and deposits no matter how evidenced and whether now or later to be received from third parties (including all deposits and reserves held by Manager (subject to the rights of Manager under Management Agreement)) or deposited with, or by, a Borrower by, or with, third parties (including all utility deposits), (d) all chattel paper, instruments, documents, notes, drafts and letters of credit (other than any letters of credit in favor of Secured Party), (e) the Loan Accounts and any and all other accounts held by or on behalf of Secured Party and/or a Borrower pursuant to the Agreement, (f) all "deposit accounts" (as defined in the UCC), (g) all "securities accounts" (as defined in the UCC), and (h) all contracts and agreements which relate to any of the foregoing. Accounts also means Land Borrower's rights to payment of money, accounts and accounts receivable arising out of or related to the TIC Agreement and all contracts and agreements which relate to the foregoing.

"Approved Budget" means the Budget and Capital Plan approved by Secured Party from time to time as described in Section 5.1(C) of the Agreement, and approved by the Ground Lessor under the Ground Lease to the extent such approval is required pursuant to Section 7.2 and Article IX of the Ground Lease.

"Assignment(s)" means means individually and collectively, the assignment of leases and rents, assignments of contracts, agreements and equipment leases, the assignments of licenses, permits and approvals, the assignments of management agreement, if any, the assignment of trademarks, tradenames and copyrights, if any, and such other assignments of even date herewith from Debtor to or for the benefit of Secured Party granting a security interest in collateral for the Loan, which assignments are subject to the rights and interests of the Ground Lessor and Tenant pursuant to the Ground Lease.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as amended from time to time and all rules and regulations promulgated thereunder.

"Borrower" means each, individually, Debtor and Land Borrower.

"Borrowers" means, collectively, Debtor and Land Borrower.

"Budget" means a budget setting forth the projected revenues and budgeted costs and expenses for the ownership, operation and management for the Property for each calendar year commencing with calendar year 2014.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state is closed.

“Calculation Date” means for any measurement as of the end of any Loan Month the fifteenth (15th) day of the following Loan Month (e.g. if the measurement is as of March 31, the applicable Calculation Date is April 15).

“Capital Expenditure Reserve”

“Capital Plan” means Debtor’s budget for capital improvements and equipment for the Property for each calendar year which budget must be approved by the Ground Lessor, to the extent such approval is required pursuant to Section 7.2 and Article IX of the Ground Lease.

“Carveout Guarantors” mean Mount Kellett Master Fund II-B, L.P., a Cayman Islands exempted limited partnership, acting through its general partner Mount Kellett Capital Partners GP II, LLC, and LCP Berkshire, LLC..

“Carveout Guaranty” means that certain Guaranty of Carveout Guarantors in favor of Secured Party of even date with the Agreement.

“Closing” means that all conditions for initial disbursement of the proceeds of the Loans to or for the benefit of Borrowers have been satisfied, waived in writing by Secured Party, and the initial disbursement of the proceeds of the Loans shall have been made to, or upon the order of, Borrowers.

“Closing Date” means the date on which the Closing occurs.

“Collection Account” means that certain segregated securities account Collection Account with the name WWL DHotel Investors, L.L.C. and account number 2347961 maintained at The PrivateBank and Trust Company.

“Contracts” means Debtor’s interest in all contracts, agreements, Equipment Leases, Management Agreement, warranties and representations relating to or governing the use, operation, occupancy, design, construction, operation, management, hotel group, name or chain affiliation and/or guest reservation, repair and service of any other component of the Property, as amended, modified or supplemented from time to time and subject to the rights and interests of the Ground Lessor and Tenant under the Ground Lease.

“Dollar” and the sign “\$” mean the lawful money of the United States of America.

“DSCR” means the ratio of (a) Net Cash Flow during the period of twelve (12) consecutive Loan Months ending on the final day of the Loan Month preceding the Calculation Date in question to (b) the aggregate amount of the payments of scheduled principal and interest to be paid on the Loans during the period of twelve (12) consecutive Loan Months ending on the one (1) year

anniversary of the final day of the Loan Month preceding the Calculation Date in question. In the determination of DSCR, Borrowers will not, in bad faith, accelerate Gross Revenues or defer Expenses.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement, dated of even date with the Agreement, executed by Borrowers and Carveout Guarantors in favor of Secured Party, together with all amendments, modifications, renewals, substitutions and extensions thereto.

“Equipment Leases” means a lease to Debtor of “equipment” (as defined in the UCC).

“Expenses” means the costs and expenditures accrued or incurred by Borrowers, without duplication, in connection with the ownership, operation and management of the Property, specifically including in Expenses (1) periodic deposits required to be made into the Reserves; (2) capital expenditures incurred pursuant to an Approved Budget to the extent not paid from any Reserves or the proceeds of the Loans; and (3) management fees (which amounts shall, for purposes of the calculation of DSCR, be deemed to be the greater of three percent (3%) of Gross Revenues or actual fees paid to any Manager), and specifically excluding from Expenses, however, (i) all expenditures to the extent funded from any Reserves and any reduction of Reserves paid to Borrowers, (ii) principal, interest and all other payments made by Borrowers to Secured Party under the Loan Documents, (iii) federal or state income taxes and (iv) depreciation and other non-cash expenses of the Property.

“Financing Statements” means the UCC-1 Financing Statements naming each Borrower and each pledgor, as debtor, and Secured Party, as secured party, and filed with such filing offices as Secured Party may require.

“Fitch” is defined in the definition of Rating Agencies.

“Fixtures and Personalty” means the Debtor’s interest in all fixtures, machinery, furnishings, equipment, furniture and other tangible personal property now or hereafter affixed or attached to, installed in, located on, under, above or within the Improvements or used in connection with the use, occupancy, operation and maintenance of all or any part of the Improvements or any other part of the Property, whether or not permanently affixed thereto, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof, including all “equipment” (as defined in the UCC), Inventory, “farm products” (as defined in the UCC), “fixtures” (as defined in the UCC), “manufactured homes” (as defined in the UCC), oil, gas and other minerals (whether before or after extraction), and other “goods” (as defined in the UCC) and any and all of the following: machinery; signs; artwork; office furnishings and equipment; partitions and screens; generators, boilers, compressors and engines; fuel; water and other pumps and tanks; irrigation lines and sprinklers; refrigeration equipment; pipes and plumbing; elevators and escalators; sprinkler systems and other fire extinguishing machinery, and equipment; heating, incinerating, ventilating, air conditioning and air cooling ducts, machinery, equipment and systems; gas and electric machinery and equipment; facilities used to provide utility services; laundry, drying, dishwashing and garbage disposal machinery or equipment; communication apparatus, including television, radio, music, and cable antennae and systems; floor coverings, rugs, carpets,

window coverings, blinds, awnings, shades, curtains, drapes and rods; screens, storm doors and windows; stoves, refrigerators, dishwashers and other installed appliances; attached cabinets; trees, plants and other items of landscaping; motorized, manual, mechanical or other buses, boats, aircrafts and vehicles of any nature whatsoever; visual and electronic surveillance systems and other security systems; elevators; escalators; telecommunications equipment including telephones, switchboards, exchanges, wires and phone jacks; maintenance equipment, tables, chairs, mirrors, desks, wall coverings, clocks, lamps; kitchen, restaurant, bar, lounge, public room, public area, and other operating or specialized equipment, including menus, dishes, flatware, dishware, glassware, cooking utensils, tables, refrigerating units, microwave equipment, ovens, timers; food and beverages; liquor; cleaning materials other similar items; swimming pool heaters and equipment; recreational equipment and maintenance supplies; clubhouse equipment, furnishings and supplies, including lockers and sporting equipment; and health and recreational facilities; and linens. Fixtures and Personalty does not include fixtures, equipment and personalty owned by tenants under Leases of the Property or any part thereof, or property owned by the Manager or hotel guests. In certain circumstances, Debtor's interest in Fixtures and Personalty is subject to the rights of Ground Lessor under the Ground Lease.

“General Intangibles” means the Debtor's interest in all causes in action, causes of action and all other intangible personal property of Debtor of every kind and nature (other than the Accounts), wherever located, including all Proprietary Rights, all “general intangibles” (as defined in the UCC), all “payment intangibles” (as defined in the UCC), all “software” (as defined in the UCC), corporate or other business records relating to Debtor, and/or the Property owned by Debtor (including computer-readable memory and any computer hardware or software necessary to retrieve such memory), insurance policies (including claims under, and interests in, insurance policies), condemnation awards, good will, inventions, designs, software, patents, trademarks and applications therefor, computer programs, trade names, trade styles, trade secrets, copyrights, registrations and other intellectual property, licenses, franchises, customer lists, tax refund claims, claims for wages, salaries or other compensation of an employee, landlord's liens, liens given by statute or other rule of law for services or materials, agricultural liens, judgments and rights represented by judgments and rights of recoupment or set-off. The General Intangibles also include the Rate Cap Agreement and all Contracts. In certain circumstances, Debtor's interest in General Intangibles is subject to the rights of Ground Lessor under the Ground Lease.

“Governmental Authority” means the United States of America, any state, any foreign governments and any political subdivision or regional division of the foregoing, and any agency, department, court, regulatory body, commission, board, bureau or instrumentality of any of them.

“Gross Revenues” means, for the applicable period, all Rents and all other income, rents, revenues, issues, profits, deposits (other than security deposits except to the extent applied by Debtor in accordance with applicable Leases), proceeds of business interruption insurance, lease termination or similar payments and all other payments actually received by or for the benefit of Debtor in cash or current funds or other consideration from any source whatsoever from or with respect to the Property owned by Debtor; provided, however, that Gross Revenues shall exclude (i) Proceeds (other than insurance proceeds in respect of business interruption insurance), litigation procceds, sale or refinancing proceeds and any other non-recurring income from extraordinary events; and (ii) solely for purposes of calculation of the DSCR, revenues with respect to Leases that

have been terminated, are in default beyond applicable cure periods, are with tenants (or have been guaranteed by persons) who are debtors in a proceeding under the Bankruptcy Code or have liquidated or dissolved or pertain to Leases which terminate within one year of the Calculation Date.

“Ground Lease” means those documents pursuant to which Land Borrower’s leasehold interests in the Property is subject and Tenant’s interest in the Property have been created, including, without limitation, Lease dated April 30, 1979, between LaSalle National Bank, as trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100855 (**“Landlord”**), for the benefit of Landlord Beneficiary, and American National Bank and Trust Company of Chicago, as trustee under a Trust Agreement dated January 15, 1979 and known as Trust No. 45839 (**“Tenant”**), for the benefit of D.H. Venture Limited Partnership, an Illinois limited partnership, a/k/a D.H. Venture (**“Tenant Beneficiary”**), as amended by an agreement dated August 29, 1997, between Ground Lessor and Tenant, Agreed Dismissal Order, dated August 29, 1997, regarding Case No. 94 CH 11637 (Consolidated), executed by Judge Michael B. Getty; Release of All Claims, dated August 29, 1997, made pursuant to the Settlement by Ground Lessor, Landlord Beneficiary, National Realty and Investment Company, and Stanley P. Brashears; Release of All Claims, dated August 29, 1997, made pursuant to the Settlement by Tenant, Tenant Beneficiary, Edward W. Ross, HIC Venture, Inc., Hilton International Co., Vista International (Illinois), Inc., Desmond L.M. Taljaard, and Howard B. Friedman; Satisfaction and Release of Liens, dated August 29, 1997, made by Ground Lessor, recorded as Document No. 97727825; Amended and Restated Escrow Agreement, dated August 29, 1997, by and between Ground Lessor and Tenant; and Release of Guaranty (the **“Release of Guaranty”**), dated August 29, 1997, by and between Landlord and Tenant.

“Ground Lease Reserve” a reserve maintained at JPMorgan Chase as Account No. 513796875.

“Ground Lessor” means the landlord under the Ground Lease.

“Guarantors” means MK Drake LLC and LCPB Drake Hotel LLC.

“Guaranty” means the Guaranty of the Loans executed by Guarantors and secured by the Pledge Agreement (Hotel).

“Hotel Loan” means a loan in the amount of up to \$24,000,000 by Secured Party to Debtor.

“Hotel Note” means that certain Promissory Note in the original principal amount of \$20,000,000 by Debtor to the order of Secured Party, as amended, modified, supplemented, or restated from time to time.

“Impositions” means all real estate and personal property taxes, and vault charges and all other taxes, levies, assessments and other similar charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, which at any time prior to, at or after the execution hereof may be assessed, levied or imposed by, in each case, a Governmental Authority upon the Property or upon the ownership, use, occupancy or enjoyment

thereof, and any interest, cost or penalties imposed by such Governmental Authority with respect to any of the foregoing. Impositions shall not include any sales or use taxes or any income taxes payable by Borrowers.

“Improvements” means the Debtor’s interest in all buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon, in, under or above the Land or any part thereof, subject in certain circumstances to the rights and interests of the Ground Lessor pursuant to the Ground Lease, and Land Borrower’s interest in all buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon, in, under or above the Land or any part thereof acquired by Ground Lessor or any successor to Ground Lessor. The term “Improvements” also includes all buildings, improvements, alterations or appurtenances located on, in, under or above the Land to the extent of a Borrower’s right, title and interest therein.

“Initial Maturity Date” means November 21, 2016.

“Insurance Reserve” means a reserve for the payment of such insurance premiums.

“Interest Period” means the period of time beginning on the 15th day of a Loan Month and ending on the 14th day of the following Loan Month, provided, however, the first Interest Period shall commence on the date the Loan commences to bear interest and continues to and includes December 14, 2013.

“Interest Reserve” a reserve maintained at JPMorgan Chase, Account No. 513799788 which shall be used solely to pay interest on the Loans.

“Inventory” means “inventory” (as defined in the UCC), including any and all goods, merchandise and other personal property, whether tangible or intangible, now owned or hereafter acquired by Debtor which is held for sale, lease or license to customers, furnished to customers under any contract or service or held as raw materials, work in process, or supplies or materials used or consumed in Debtor’s business.

“Investments” means (A) any direct or indirect purchase or other acquisition by a Borrower of any beneficial interest in, including stock, partnership interest or other Securities of, any other Person or (B) any direct or indirect loan, advance or capital contribution by a Borrower to any other Person, including all indebtedness and accounts receivable from that other Person that are not current assets or did not arise from sales to that other Person in the ordinary course of business.

“Land” means the undivided percentage interest in the real estate, appurtenances and tenements comprising the Property, as more specifically described in the Mortgage, and subject to the terms and conditions of the TIC Agreement. The Land is legally described on **Exhibit B**.

“Land Loan” means a loan in the amount of up to \$18,000,000 by Secured Party to Land Borrower.

“Land Note” means that certain Promissory Note in the original principal amount of \$12,000,000 by Land Borrower to the order of Secured Party, as amended, modified, supplemented, or restated from time to time.

“Landlord Beneficiary” means BB and A Venture.

“Leases” means Debtor’s rights in and to any and all leases, subleases, occupancy agreements or grants of other possessory interests, whereby Debtor acts as the lessor, sublessor, licensor, grantor or in another similar capacity, now or hereafter in force, oral or written, covering or affecting the Land or Improvements, or any part thereof, together with all rights, powers, privileges, options and other benefits of Debtor thereunder and any and all guaranties of the obligations of the lessees, sublessees, occupants, and grantees thereunder, as such leases, subleases, occupancy agreements or grants may be extended, renewed, modified or replaced from time to time (exclusive of the Ground Lease).

“Leasehold Estate” means the Leasehold Estate created by the Ground Lease.

“Loan Month” means a calendar month.

“LIBOR” means for any Interest Period means a floating interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a) the London Interbank Offered Rate (LIBOR) with a one month maturity as reported in the Money Rates column or section of *The Wall Street Journal* published on the second full Business Day preceding the Closing Date, or (b) the London Interbank Offered Rate (LIBOR) with a one month maturity as reported in the Money Rates column or section of *The Wall Street Journal* published on the second full Business Day preceding the first day of the Interest Period. If such rate does not appear in the Wall Street Journal or is no longer available, “LIBOR” shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by Secured Party, in the absence of such availability, by reference to the rate at which Secured Party is offered Dollar deposits at or about 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

“Lien” means any lien, mortgage, pledge, security interest, charge or monetary encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and (b) any negative pledge or analogous agreement including any agreement not to directly or indirectly convey, assign, sell, mortgage, pledge, hypothecate, grant a security interest in, grant options with respect to, transfer or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise, any direct or indirect interest in an asset or direct or indirect interest in the ownership of an asset.

“Loan” means (a) the Land Loan in the aggregate amount of \$12,000,000 from Secured Party to Land Borrower as evidenced by the Land Note and (b) the Hotel Loan in the aggregate amount of \$20,000,000 from Secured Party to Debtor as evidenced by the Hotel Note.

“Loan Accounts” the Collection Account, the Reserve Accounts and any other securities or deposit accounts required to be maintained pursuant to the Agreement or the other Loan Documents.

“Loan Documents” means the Agreement, the Notes, the Mortgage, the Pledge Agreement (Hotel), the Pledge Agreement (Land), the Guaranty, the Assignments, the Environmental Indemnity Agreement, the Financing Statements, the Carveout Guaranty and all other documents, instruments, certificates and other deliveries made by Borrowers, Guarantors or Carveout Guarantors to Secured Party in accordance herewith or which otherwise evidence, secure and/or govern the Loan.

“Manager” means the Person which is the manager of the Improvements from time to time, which Person must be a Qualified Manager.

“Management Agreement” means the property management agreement for the Property between Debtor and Manager.

“Moody’s” is defined in the definition of Rating Agencies.

“Mortgage” means that certain the Mortgage of even date with the Agreement from Land Borrower to or for the benefit of Secured Party, constituting a first Lien on the Land Borrower’s tenant-in-common interest in the Land as collateral for the Land Loan.

“Net Cash Flow” means the excess, if any, of (a) the amounts received by Debtor under the Management Agreement and all rent received by Land Borrower under the TIC Agreement or under the Ground Lease during the previous twelve (12) Loan Months prior to the month in which the applicable Calculation Date occurs over (b) the sum of all Expenses of the Property (which shall be Land Borrower’s proportionate share thereof) and the Leasehold Estate, during such twelve (12) Loan Month period.

“Notes” means that the Promissory Notes, together with the Substitute Notes and all future advances, extensions, renewals, substitutions, modifications and amendments of the Promissory Notes and Substitute Notes.

“Other Property” means all of each Borrower’s now and/or hereafter existing and/or arising right, title and interest, if any, in and to all “securities entitlements” (as defined in the UCC), “chattel paper” (as defined in the UCC), “commercial tort claims” (as defined in the UCC) and all other tort claims, “documents” (as defined in the UCC), “instruments” (as defined in the UCC), “letter-of-credit rights” (as defined in the UCC), “money” (as defined in the UCC), “letters of credit” (as defined in the UCC), Investments, and all “investment property” (as defined in the UCC).

“Person” means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations,

whether or not legal entities, and governments and agencies and political subdivisions thereof and their respective permitted successors and assigns (or in the case of a governmental person, the successor functional equivalent of such Person).

“Pledge Agreement (Hotel)” means the Pledge Agreement executed by Guarantors granting Secured Party a first lien priority security interest in Debtor.

“Pledge Agreement (Land)” means the Pledge Agreement executed by Debtor granting Secured Party a first lien priority security interest in Land Borrower.

“Proceeds” means all compensation, proceeds, damages, claims, insurance recoveries, rights of action and payments which Borrowers may receive or to which Borrowers may become entitled with respect to the Property or any part thereof as a result of any casualty or condemnation.

“Promissory Notes” means the Promissory Notes dated of even date herewith, one made by Land Borrower to the order of Secured Party in the original principal amount of \$12,000,000 and the other made by Debtor to the order of Secured Party in the original principal amount of \$20,000,000.

“Property” means the Land, the Other Property, the Proceeds, and all other property of every kind and description used or useful in connection with the ownership of the Property and all substitutions therefor, replacements and accessions thereto, and proceeds including “proceeds” (as defined in the UCC) derived therefrom, all as more specifically described in the Mortgage.

“Proprietary Rights” means licenses, permits, certificates of public convenience, service marks, authorizations, licenses, patents, patent rights or licenses, trademarks, trademark rights, trade name rights, trade styles, trade dress, logos and other source or business affiliation identifiers, and copyrights, certificates, consents, orders, approvals and other authorizations from, and has made all declarations and filings with, all federal, state, local and other Governmental Authority, all self-regulatory organizations and all courts and other tribunals, together with the goodwill associated therewith.

“Qualified Manager” means HCT Drake LLC and any other property manager reasonably acceptable to Secured Party that, as of the date of such designation, is a recognized management firm engaged in the business, operation and management of first class hotel properties comparable to the Drake Hotel which are located in the United States.

“Rate Cap Agreement” means an interest rate cap agreement including the related confirmation, obtained at the sole cost and expense of a Borrower, issued by a Rate Cap Issuer with a notional amount equal to the stated principal balance of the Loan, pursuant to which a Borrower will be protected against an increase in LIBOR over the Rate Cap Strike Rate for the entire term of the Loan.

“Rate Cap Issuer” means the counterparty to the Rate Cap Agreement, which counterparty shall be an Acceptable Financial Institution or another financial institution reasonably approved by the Secured Party and (a) the credit rating assigned to the unsecured debt of such counterparty by

S&P must, at all times, equal or exceed A-, (b) the credit rating assigned to the short-term unsecured debt of such counterparty by Fitch must, at all times, equal or exceed F1 and (c) the credit rating assigned to the long-term unsecured debt of such counterparty by Fitch must, at all times, equal or exceed A-.

“Rate Cap Strike Rate” means a rate per annum such that DSCR, computed as of the Initial Maturity Date assuming interest accrues on the Loan on the basis of LIBOR equal to the Rate Cap Strike Rate, is 2.0x after giving effect to the \$2 million prepayment required in the definition of Extension Conditions (as defined in the Agreement) and any other amortization and prepayments.

“Rating Agencies” shall mean Standard & Poor’s Ratings Services, a Division of The McGraw-Hill Companies, Inc. (“S&P”), Fitch Inc. (“Fitch”), and Moody’s Investors Service, Inc. (“Moody’s”) or, if any of such firms shall for any reason no longer perform the functions of a securities rating agency, any other nationally recognized statistical rating agency reasonably designated by Secured Party; provided, however, that at any time during which the Loan is an asset of a securitization, “Rating Agencies” shall mean the rating agencies that from time to time rate the securities issued in connection with such securitization. If the Loans are not assets in a securitization, Rating Agency shall mean those rating agencies designated by Secured Party from time to time.

“Rents” means (i) Debtor’s interest in rents, income, receipts, royalties, profits, issues, service reimbursements, fees, termination payments receivables, accounts receivable and payments from or related to the Land under the Ground Lease, or to the Improvements from time to time accruing under the Leases, and (ii) all of Land Borrower’s interest in rents, income, receipts, royalties, profits, issues, service reimbursements, fees, termination payments receivables, accounts receivable and payments from or related to the Land under the Ground Lease or TIC Agreement.

“Reserves” means the Capital Expenditure Reserve (to the extent not maintained by Ground Lessor or Manager), the Tax Reserve and the Insurance Reserve (to the extent not maintained by Ground Lessor or Manager), the Ground Lease Reserve and the Interest Reserve.

“Reserve Accounts” means accounts in which Reserves are held.

“S&P” is defined in the definition of Rating Agencies.

“Securities” means any stock, shares, voting trust certificates, bonds, debentures, options, warrants, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“Substitute Notes” means all notes given in substitution or exchange for a Promissory Note or another Substitute Note.

“Tax Reserve” means a reserve for the payment of Impositions.

“Tenant” means Chicago Title Land Trust Company, as trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 15839.

“TIC Agreement” means that certain Tenant-In-Common Agreement, dated as of June 27, 2013, between Chicago Title Land Trust Company, as trustee under Trust Agreement dated as of January 15, 1979 and known as Trust No. 100855 and Land Borrower.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

EXHIBIT B TO UCC-1 FINANCING STATEMENT

Legal Description

AN UNDIVIDED 20% INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 17 TO 26, INCLUSIVE, IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN:

LOTS 16 AND 27 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE HOTEL BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON THE SOUTH LINE OF SAID LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 27; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27 AND THENCE NORTH ALONG THE EAST LINE OF LOTS 27 AND 16, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING) EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON,
ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN THE DEED FROM WHITESTONE COMPANY, A CORPORATION OF ILLINOIS, TO THE DRAKE TOWERS BUILDING CORPORATION, A CORPORATION OF ILLINOIS, RECORDED FEBRUARY 1, 1928 AS DOCUMENT NUMBER 9914506 FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN INCLINED SERVICE DRIVEWAY OVER THE SOUTH 140 FEET OF THE WEST 24 FEET OF THE FOLLOWING DESCRIBED TRACT:

LOTS 14, 15, 28 AND 29 IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF LOTS 16 AND 27 IN SAID FITZSIMONS ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 OF A FOOT ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON SAID SOUTH LINE OF LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE EAST ON SAID SOUTH LOT LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE NORTH ALONG SAID EAST LINE OF LOTS 16 AND 27, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Gisella Melendez	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES	
2727 ALLEN PARKWAY	
SUITE 1000	
HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:25 PM 03/30/2015
 INITIAL FILING # 2013 4641859
 AMENDMENT # 2015 1328029
 SRV: 150435402

1a. INITIAL FINANCING STATEMENT FILE # 2013 4641859	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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

4. # ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 ISTAR FINANCIAL INC.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS 1114 AVENUE OF THE AMERICAS, 39TH FLOOR	CITY NEW YORK	STATE NY	POSTAL CODE 10036	COUNTRY US
--	------------------	-------------	----------------------	---------------

7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral # assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 Istar Financial Inc.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-47372364-49704866

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [151057201] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 03:37 PM 08/21/2018
U.C.C. Initial Filing No: 2013 4641859
Amendment No: 2018 5779364
Service Request No: 20186281673

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20134641859

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record 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				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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 ISTAR FINANCIAL INC.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CAPITOL SERVICES, INC.
B. E-MAIL CONTACT AT FILER (optional) npjiazza@cgsh.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> CAPITOL SERVICES, INC.

Delaware Department of State
 U.C.C. Filing Section
 Filed: 06:06 PM 12/12/2018
 U.C.C. Initial Filing No: 2013 4641859
 Amendment No: 2018 8627958
 Service Request No: 20188120772

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2013 4641859 Filed On 11/25/2013	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment/Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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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

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
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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 **ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
17595-065 - Delaware Secretary of State; Debtor: WWL DHOTEL INVESTORS, L.L.C.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2013 4641859

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME ISTAR CHICAGO HOTEL LENDER C/O ISTAR FINANCIAL INC.	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

**Additional Authorizing Secured Parties:
iSTAR FINANCIAL INC.**

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [157032922] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:56 PM 01/02/2019
U.C.C. Initial Filing No: 2013 4641859
Amendment No: 2019 0027909
Service Request No: 20190024614

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20134641859

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: **AND** Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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
ISTAR FINANCIAL INC.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DEBTOR:WWL DHOTEL INVESTORS, L.L.C

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [118382530] SPRINGFIELD, IL 62703 US

Delaware Department of State
 U.C.C. Filing Section
 Filed: 12:22 PM 07/07/2016
 U.C.C. Initial Filing No: 2016 4086318
 Service Request No: 20164811350

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 WWL DHOTEL INVESTORS, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 900 NORTH MICHIGAN AVENUE SUITE 1900		CITY CHICAGO	STATE IL	POSTAL CODE 60611
				COUNTRY US

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 MERIDIAN LEASING CORPORATION				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS NINE PARKWAY NORTH SUITE 500		CITY DEERFIELD	STATE IL	POSTAL CODE 60015
				COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:
ALL EQUIPMENT NOW LEASED BY LESSEE FROM LESSOR, UNDER SUPPLEMENT NUMBER 3 TO MASTER LEASE AGREEMENT DATED JUN 15, 2009, TOGETHER WITH ALL ACCESSIONS THERETO AND SUBSTITUTIONS THEREFORE NOW OWNED AND HEREAFTER ACQUIRED. THE EQUIPMENT IS MORE SPECIFICALLY DESCRIBED BELOW. MANUFACTURED BY: SAMSUNG EQUIPMENT (QUANTITY, PART NUMBER, !DESCRIPTION) : >3 SL-X7500GX !X7500GX COLOR MFP SERIAL/NUMBERS: 082SB1EG80003FA, 082SB1DGB0003XZ, 082SB1EG90000QT FEATURES: 3 D11316T !POWER FILTER 3 SL-FIN502L !INNER FINISHER 3 SL-PPF501D !DUAL CASSETTE FEEDER

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
WWL:5036:3

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) GISELLA MELENDEZ 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) EFILING@WOLTERSKLWUER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US

Delaware Department of State
 U.C.C. Filing Section
 Filed: 10:45 AM 04/26/2017
 U.C.C. Initial Filing No: 2017 2725569
 Service Request No: 20172817618

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 WWL DHOTEL INVESTORS, L.L.C.					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 140 E WALTON PLACE		CITY CHICAGO	STATE IL	POSTAL CODE 60611	COUNTRY US

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 U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1310 MADRID STREET		CITY MARSHALL	STATE MN	POSTAL CODE 56258	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:
60-HD HE DIGITAL RECEPTION SYSTEM, 1-2 COMMERCIAL -DISHES, 2-CH HD RECEIVER BLADES, 3-CH SD RECEIVER -BLADES, SWIM MULTISWITCHES, QAM MODULATOR, -DISTRIBUTION AMPLIFIER, POWER SUPPLY & RACK, -CABLING, 6 EXTRA HD CHANNELS, 2 BAR TV RECEIVERS TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
DE-0-58639466-53204114

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LIEN SOLUTIONS 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUPER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US

Delaware Department of State
U.C.C. Filing Section
Filed: 05:15 PM 07/29/2020
U.C.C. Initial Filing No: 2017 2725569
Amendment No: 2020 5221645
Service Request No: 20206479494

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20172725569

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: **AND** Check one of these three boxes to:
This Change affects Debtor or Secured Party of record 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

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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
U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DE-0-76108150-59542411- DEBTOR: WWL DHOTEL INVESTO

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)
Gibson, Dunn & Crutcher LLP 555 Mission Street San Francisco, CA 94105 Attn: Kahlil Yearwood, Esq.

Delaware Department of State
 U.C.C. Filing Section
 Filed: 04:55 PM 12/12/2018
 U.C.C. Initial Filing No: 2018 8624211
 Service Request No: 20188118334

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 WWL DHOTEL INVESTORS, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Lodging Capital Partners, 350 W. Hubbard Street, Suite 250		CITY Chicago	STATE IL	POSTAL CODE 60654
			COUNTRY 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 ACORE CAPITAL MORTGAGE, LP, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 80 E. Sir Francis Drake Blvd., Suite 2A		CITY Larkspur	STATE CA	POSTAL CODE 94939
				COUNTRY USA

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

All assets of Debtor whether now owned or hereafter acquired (including, without limitation, (i) all of the right, title and interest of Debtor in, to and under (a) that certain Trust Agreement dated as of January 15, 1979, known as Illinois Land Trust No. 45839, and (b) any and all and all proceeds or avails of the Property (as defined in that certain Collateral Assignment of Beneficial Interest dated on or around the date hereof in connection herewith) or any part thereof, including without limitation, all proceeds and avails from rentals, mortgages, sales, conveyances or other disposition or realizations of any kind or character of or from such Property or any part thereof; and (ii) the power of direction under the Trust Agreement, together with the right to possess, manage, operate, direct and control the Property and the acts and doings of Land Trustee (as defined in that certain Collateral Assignment of Beneficial Interest dated on or around the date hereof in connection herewith) with respect to the Property to the full extent to which Debtor is entitled pursuant to the terms of the Trust Agreement.)

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
File with Delaware Secretary of State **Drake Hotel (Leasehold Borrower)** **Document No. 103067157**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Delaware Department of State
U.C.C. Filing Section
Filed: 10:43 AM 07/13/2020
U.C.C. Initial Filing No: 2018 8624211
Amendment No: 2020 4804409
Service Request No: 20206186363

A. NAME & PHONE OF CONTACT AT FILER (optional) Nicole Piazza
B. E-MAIL CONTACT AT FILER (optional) npiazza@cgsh.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CAPITOL SERVICES, INC.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2018 8624211 Filed On 12/12/2018

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record 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				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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	FIRST PERSONAL NAME	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 ACORE CAPITAL MORTGAGE, LP, as Administrative Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

17595-065 - Delaware Secretary of State; Debtor: WWL DHOTEL INVESTORS, L.L.C.

CSC

www.cscglobal.com

CSC- Wilmington

251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject:	WWL DHOTEL INVESTORS, LLC
Jurisdiction:	IL - Secretary Of State
Request For:	UCC Debtor Search
Result:	Records found
Thru Date:	December 11, 2020
No. of findings:	2
Original UCC Filings:	1
Amendments:	0
Continuations:	0
Assignments:	0
Releases:	0
Corrections:	0
Terminations:	1

Ordered by JOLENE BEATY at K&L GATES LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn

kdunn@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CSC

www.cscglobal.com

CSC- Wilmington

251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC

Jurisdiction: IL - Secretary Of State

Request for: UCC Debtor Search

Result: Records found

File Type: Original

File Number: 023983974

File Date : 12/14/2018

Current Secured Party of Record: ACORE CAPITAL MORTGAGE, LP, AS ADMINISTRATIVE AGENT

File Type: Termination

File Number: 002105422

File Date : 07/13/2020

Original File Number: 023983974

Ordered by JOLENE BEATY at K&L GATES LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn

kdunn@cscinfo.com

Corporation Service Company(R) Terms and Conditions

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RECEIVED
SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIV.

2018 DEC 14 PM 1:38

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) Gibson, Dunn & Crutcher LLP 555 Mission Street San Francisco, CA 94105 Attn: Kaitlin Yearwood, Esq.

UCU112/14/18:02:5375:
20.00 MJ
SOSIL 13:45 23983974 FS

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 WWL DHOTEL INVESTORS, L.L.C.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 350 W. Hubbard Street, Suite 250	CITY Chicago	STATE IL	POSTAL CODE 60654	COUNTRY 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	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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 ACORE CAPITAL MORTGAGE, LP, as Administrative Agent	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 80 E. Sir Francis Drake Blvd., Suite 2A	CITY Larkspur	STATE CA	POSTAL CODE 94939	COUNTRY USA

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

All of the right, title and interest of Debtor in, to and under

(a) that certain Trust Agreement dated as of January 15, 1979, known as Illinois Land Trust No. 45839, and

(b) any and all and all proceeds or avails of the Property (as defined in that certain Collateral Assignment of Beneficial Interest dated on or around the date hereof in connection herewith) or any part thereof, including without limitation, all proceeds and avails from rentals, mortgages, sales, conveyances or other disposition or realizations of any kind or character of or from such Property or any part thereof; and

the power of direction under the Trust Agreement, together with the right to possess, manage, operate, direct and control the Property and the acts and doings of Land Trustee (as defined in that certain Collateral Assignment of Beneficial Interest dated on or around the date hereof in connection herewith) with respect to the Property to the full extent to which Debtor is entitled pursuant to the terms of the Trust Agreement.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with Illinois Secretary of State

Drake Hotel (Leasehold Borrower)

Document No. 103094497

2020 JUL 13 AM 11:27


UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

UCU107/13/20:01:4321:
D.00
SOSIL 11:33 2105422 TM

A. NAME & PHONE OF CONTACT AT FILER (optional)
Nicole Piazza

B. E-MAIL CONTACT AT FILER (optional)

C.  Return Acknowledgement to:
 Capitol Services, Inc.
 PO Box 1831
 Austin, TX 78767
 800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
23983974 Filed On 12/14/2018

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 8
For partial assignment, complete items 7 and 8 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 this 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

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
---------------------	-------------------------------	--------

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
------	-------	-------------	---------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

TERMINATED

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
ACORE CAPITAL MORTGAGE, LP, as Administrative Agent

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:
17595-065 - Illinois Secretary of State; Debtor: WWL DHOTEL INVESTORS, L.L.C.

CSC

www.cscglobal.com

CSC- Wilmington

251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject:	WWL DHOTEL INVESTORS, LLC
Jurisdiction:	IL - Cook County
Request For:	UCC Debtor Search
Result:	Records found
Thru Date:	October 21, 2020
No. of findings:	3
Original UCC Filings:	1
Amendments:	0
Continuations:	0
Assignments:	0
Releases:	0
Corrections:	0
Terminations:	2

Ordered by JOLENE BEATY at K&L GATES LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn

kdunn@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CSC

www.cscglobal.com

CSC- Wilmington

251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC

Jurisdiction: IL - Cook County

Request for: UCC Debtor Search

Result: Records found

File Type: Original

File Number: 1834633192

File Date : 12/12/2018

Current Secured Party of Record: ACORE CAPITAL MORTGAGE, LP, AS ADMINISTRATIVE AGENT

File Type: Termination

File Number: 2023728095

File Date : 08/24/2020

Original File Number: 1834633192

File Type: Termination

File Number: 2025517001

File Date : 09/11/2020

Original File Number: 1834633192

Ordered by JOLENE BEATY at K&L GATES LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn

kdunn@cscinfo.com

Corporation Service Company(R) Terms and Conditions

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2011802974 LD 343



Doc# 1834633192 Fee \$44.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/12/2018 04:20 PM PG: 1 OF 4

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)

Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, CA 94105
Attn: Kahlil Yearwood, Esq.

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
WWL DHOTEL INVESTORS, L.L.C.

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Lodging Capital Partners, 350 W. Hubbard Street, Suite 250 **Chicago** **IL** **60654** **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
ACORE CAPITAL MORTGAGE, LP, as Administrative Agent

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
80 E. Sir Francis Drake Blvd., Suite 2A **Larkspur** **CA** **94939** **USA**

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

All assets of Debtor, including fixtures, whether now owned or hereafter acquired, including, without limitation, those related to the land legally described on Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

To be recorded in Cook County, Illinois Drake Hotel (Fee Borrower) Document No. 103067161

International Association of Commercial Administrators (IACA)

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 WWL DHOTEL INVESTORS, L.L.C.	
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):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT A

(Legal Description of the Land)

Common Address: 140 East Walton Place, Chicago, IL 60611

APN: 17-03-208-001-0000

Parcel 1:

Lots 17 to 26, inclusive, in Fitzsimons Addition to Chicago, a Subdivision of part of Block 8 in the Canal Trustees Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian:

Lots 16 and 27 (except that part of said Lots described as follows:

Beginning at the Northeast Corner of Said Lot 16 and running thence West along the North Line of Said Lot, a distance of 9.25 feet; thence South, a distance of 24.04 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point 9.11 feet West of the East Line of Said Lot 16; thence West, a distance of 0.58 feet along a line parallel with the North Line of Said Lot 16 to a point 9.69 feet West of the East Line of Said Lot 16; thence South, a distance of 169.61 feet along the Easterly face of a brick wall of the Drake Hotel building to a point 24 feet North of the South Line and 8.65 feet West of the East Line of Said Lot 27; Thence East, a distance of 0.55 of a foot along a line parallel with the South Line of Said Lot 27 to a point 8.10 feet West of the East Line of Said Lot 27; thence South, a distance of 24 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point on the South Line of Said Lot 27 which is 8.05 feet West of the Southeast corner of Said Lot 27; Thence East along said South Line, a distance of 8.05 feet to the Southeast corner of Said Lot 27 and thence North along the East Line of Lots 27 and 16, a distance of 217.65 feet to the point of beginning)

excepting therefrom the buildings and improvements located thereon, all in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as reserved in the deed from Whitestone Company, a corporation of Illinois, to the Drake Towers Building Corporation, a corporation of Illinois, recorded February 1, 1928 as document number 9914506 for the construction, maintenance and operation of an inclined service driveway over the South 140 feet of the West 24 feet of the following described tract:

Lots 14, 15, 28 and 29 in Fitzsimons Addition to Chicago, a Subdivision of part of Block 8 in Canal Trustees Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian;

also

that part of Lots 16 and 27 in said Fitzsimons addition, bounded and described as follows:

Drake Hotel

Beginning at the Northeast Corner of Said Lot 16 and running thence West along the North Line of Said Lot, a distance of 9.25 feet; thence South, a distance of 24.04 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point 9.11 feet West of the East Line of Said Lot 16; thence West, a distance of 0.58 of a foot along a line parallel with the North Line of Said Lot 16 to a point 9.69 feet West of Said East Lot Line; thence South, a distance of 169.61 feet along the Easterly face of a brick wall of the Drake Building to a point 24 feet North of the South line and 8.65 feet West of the East Line of Said Lot 27; Thence East, a distance of 0.55 of a foot along a line parallel with the South Line of Said Lot 27 to a point 8.10 feet West of Said East Lot Line; thence South, a distance of 24 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point on said South Line of Lot 27 which is 8.05 feet West of the Southeast corner of Said Lot; Thence East on said South Lot line, a distance of 8.05 feet to the Southeast corner of Said Lot 27; thence North along said East Line of Lots 16 and 27, a distance of 217.65 feet to the point of beginning, in Cook County, Illinois.

Drake Hotel



Doc# 2023728095 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS


DATE: 08/24/2020 04:20 PM PG: 1 OF 4

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Nicole Piazza

B. E-MAIL CONTACT AT FILER (optional)
npj.piazza@ccsh.com

C. SE  **Return Acknowledgement to:**

CAPITOL SERVICES
 Capitol Services, Inc.
 PO Box 1831
 Austin, TX 78767
 800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1834633192 Filed On 12/12/2018

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

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

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

S Y
P 9
S N
M Y
SC Y
E Y
INTDA

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

ACORE CAPITAL MORTGAGE, LP, as Administrative Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

17595-065 - Cook County, IL; Debtor: WWL DHOTEL INVESTORS, L.L.C.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
1834633192

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
ACORE CAPITAL MORTGAGE, LP, as Administrative Agent

OR 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME **WWL DHOTEL INVESTORS, L.L.C.**

OR 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A

(Legal Description of the Land)

Common Address: 140 East Walton Place, Chicago, IL 60611

APN: 17-03-208-001-0000

Parcel 1:

Lots 17 to 26, inclusive, in Fitzsimons Addition to Chicago, a Subdivision of part of Block 8 in the Canal Trustees Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian:

Lots 16 and 27 (except that part of said Lots described as follows:

Beginning at the Northeast Corner of Said Lot 16 and running thence West along the North Line of Said Lot, a distance of 9.25 feet; thence South, a distance of 24.04 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point 9.11 feet West of the East Line of Said Lot 16; thence West, a distance of 0.58 feet along a line parallel with the North Line of Said Lot 16 to a point 9.69 feet West of the East Line of Said Lot 16; thence South, a distance of 169.61 feet along the Easterly face of a brick wall of the Drake Hotel building to a point 24 feet North of the South Line and 8.65 feet West of the East Line of Said Lot 27; Thence East, a distance of 0.55 of a foot along a line parallel with the South Line of Said Lot 27 to a point 8.10 feet West of the East Line of Said Lot 27; thence South, a distance of 24 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point on the South Line of Said Lot 27 which is 8.05 feet West of the Southeast corner of Said Lot 27; Thence East along said South Line, a distance of 8.05 feet to the Southeast corner of Said Lot 27 and thence North along the East Line of Lots 27 and 16, a distance of 217.65 feet to the point of beginning)

excepting therefrom the buildings and improvements located thereon, all in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as reserved in the deed from Whitestone Company, a corporation of Illinois, to the Drake Towers Building Corporation, a corporation of Illinois, recorded February 1, 1928 as document number 9914506 for the construction, maintenance and operation of an inclined service driveway over the South 140 feet of the West 24 feet of the following described tract:

Lots 14, 15, 28 and 29 in Fitzsimons Addition to Chicago, a Subdivision of part of Block 8 in Canal Trustees Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian;

also

that part of Lots 16 and 27 in said Fitzsimons addition, bounded and described as follows:

Drake Hotel

Beginning at the Northeast Corner of Said Lot 16 and running thence West along the North Line of Said Lot, a distance of 9.25 feet; thence South, a distance of 24.04 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point 9.11 feet West of the East Line of Said Lot 16; thence West, a distance of 0.58 of a foot along a line parallel with the North Line of Said Lot 16 to a point 9.69 feet West of Said East Lot Line; thence South, a distance of 169.61 feet along the Easterly face of a brick wall of the Drake Building to a point 24 feet North of the South line and 8.65 feet West of the East Line of Said Lot 27; Thence East, a distance of 0.55 of a foot along a line parallel with the South Line of Said Lot 27 to a point 8.10 feet West of Said East Lot Line; thence South, a distance of 24 feet along the Easterly face of the lower stone base of the Drake Hotel building to a point on said South Line of Lot 27 which is 8.05 feet West of the Southeast corner of Said Lot; Thence East on said South Lot line, a distance of 8.05 feet to the Southeast corner of Said Lot 27; thence North along said East Line of Lots 16 and 27, a distance of 217.65 feet to the point of beginning, in Cook County, Illinois.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc# 2025517001 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00


EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/11/2020 09:35 AM PG: 1 OF 4

A. NAME & PHONE OF CONTACT AT FILER (optional)
Nicole Piazza

B. E-MAIL CONTACT AT FILER (optional)
np

C. SE  Return Acknowledgement to:
Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1834633192 Filed On 12/12/2018

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

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

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

S
P
S
M
SC

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

ACORE CAPITAL MORTGAGE, LP, as Administrative Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

17595-065 - Cook County, IL; Debtor: WWL DHOTEL INVESTORS, L.L.C.

E
INT

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1834633192	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ACORE CAPITAL MORTGAGE, LP, as Administrative Agent	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME WWL DHOTEL INVESTORS, L.L.C.				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT A

(Legal Description of the Land)

Common Address: 140 East Walton Place, Chicago, IL 60611

APN: 17-03-208-001-0000

Parcel 1:

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excepting therefrom the buildings and improvements located thereon, all in Cook County, Illinois.

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CSC

www.cscglobal.com

CSC- Wilmington

251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC

Jurisdiction: IL - Cook County

Request for: Local Judgment Search

Thru Date: October 21, 2020

Result: Clear

Ordered by JOLENE BEATY at K&L GATES LLP

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If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn

kdunn@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

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251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC

Jurisdiction: IL - Cook County

Request for: State Tax Lien Search

Thru Date: October 21, 2020

Result: Clear

Ordered by JOLENE BEATY at K&L GATES LLP

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kdunn@cscinfo.com

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251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC
Jurisdiction: IL - Secretary Of State
Request for: Federal Tax Lien Search
Thru Date: December 11, 2020
Result: Clear

Ordered by JOLENE BEATY at K&L GATES LLP

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251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# 2934856.00001

Order# 573764-1

Project Id :

Order Date 12/15/2020

Subject: WWL DHOTEL INVESTORS, LLC
Jurisdiction: IL - Cook County
Request for: Federal Tax Lien Search
Thru Date: October 21, 2020
Result: Clear

Ordered by JOLENE BEATY at K&L GATES LLP

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All Court Types Party Search
Tue Dec 15 09:46:32 2020
2 records found

User: kc0225
Client: 2934856.00001/28173
Search: All Court Types Party Search Name WWL DHotel Investors All Courts Page: 1

Civil Results

<u>Party Name</u> ▼	<u>Court</u>	<u>Case</u>	<u>NOS</u>	<u>Date Filed</u>	<u>Date Closed</u>
1 WWL DHotel Investors, LLC (dft) Unite Here Local 1 v. WWL DHotel Investors, LLC et al	ilndce	1:2009-cv-07811	720	12/16/2009	02/05/2010
2 WWL DHotel Investors LLC (dft) Cohan v. WWL DHotel Investors LLC	ilndce	1:2018-cv-08036	446	12/06/2018	04/11/2019

User kc0225 Client 2934856.00001/28173 Description All Court Types Party Search Name WWL DHotel Investors All Courts Page: 1 Pages 1 (\$0.10)	Receipt 12/15/2020 09:46:33 218245272
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