

## **A SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE**

This Settlement Agreement and Mutual General Release (“Agreement”) is made and entered into as of the 10th day of March 2022 (“Effective Date”), by and among CHICAGO MSA, NFP (“CMSA”) and MICHAEL O. RICE II (“Mr. Rice”). As used throughout this Agreement, the term “Parties” refers to CMSA and Mr. Rice, and the term “Party” refers to either one of the same.

### **WITNESSETH**

**WHEREAS**, CMSA is a not for profit association organized and operating under the laws of the State of Illinois, which offers recreational and competitive level play in a variety of athletic leagues throughout the year;

**WHEREAS**, CMSA is governed by a Board of Directors (“Board”) that is elected in part and appointed in part, and its day-to-day management is governed by officers, including the Treasurer;

**WHEREAS**, Mr. Rice served as Treasurer of CMSA from August 1, 2012 through July 31, 2020;

**WHEREAS**, as part of his responsibilities as Treasurer, Mr. Rice oversaw CMSA’s financial accounts and had authority to issue and sign checks on behalf of CMSA;

**WHEREAS**, on May 4, 2021, CMSA filed a lawsuit against Mr. Rice, captioned *Chicago MSA, NFP v. Michael O. Rice II*, Case No. 2021-L-004526 (the “Action”), in the Circuit Court of Cook County, Illinois, Law Division, alleging claims for civil conversion, breach of fiduciary duty, civil fraud, fraudulent concealment, and unjust enrichment;

**WHEREAS**, CMSA alleges, among other claims and allegations against Mr. Rice, that: (i) between June 2013 and July 2020, Mr. Rice caused CMSA to issue numerous checks to himself (the “Subject Checks”), provided CMSA with false justifications for the payments, and then concealed his activities from CMSA’s directors and officers; (ii) when Mr. Rice’s tenure as Treasurer was set to end in August 2020, he undertook a two-week campaign to alter entries related to the Subject Checks in CMSA’s accounting system, changing check numbers, payees, dates, and descriptions, while simultaneously adding, deleting, and editing other transactions in CMSA’s financial records; (iii) Mr. Rice cashed the Subject Checks, thereby receiving funds belonging to CMSA to which he was not entitled; (iv) CMSA paid the full amount of the Subject Checks to Mr. Rice; and (v) the Subject Checks Mr. Rice issued to himself and paid by CMSA totaled \$146,215.93;

**WHEREAS**, Mr. Rice has answered CMSA’s Complaint in the Action, denying liability and denying wrongdoing;

have, between themselves, negotiated a complete resolution of any and all disputes, citations, claims, or potential claims arising between them, and intend, by the terms of this Agreement, to memorialize the resolution of all disputes, citations, claims, or potential claims between the Parties.

**NOW, THEREFORE**, in consideration of the recitals stated above, which all Parties agree are accurate and complete, the agreements, promises and warranties set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The above recitals are hereby restated and incorporated into this Agreement by reference as if fully set forth herein.

**2. Entry of Judgment.** CMSA and Mr. Rice agreed to and the Court entered on March 3, 2022, a consent judgment in the Action in favor of CMSA and against Mr. Rice in the amount of ONE HUNDRED FORTY-SIX THOUSAND, TWO HUNDRED AND FIFTEEN DOLLARS AND NINETY-THREE CENTS (\$146,215.93) (the “Judgment”). The Judgment entered by the Court is included in **Exhibit A** attached hereto. Entry of the Judgment terminated the Action. CMSA agrees to forbear from enforcing the Judgment for so long as Mr. Rice satisfies his obligations under this Agreement and is not in default of his payment obligations.

**3. Payment of Settlement Sum.**

a. In accordance with the terms of this Agreement, Mr. Rice shall pay to CMSA, on the schedule set forth herein, the sum of ONE HUNDRED FORTY-SIX THOUSAND, TWO HUNDRED AND FIFTEEN DOLLARS AND NINETY-THREE CENTS (\$146,215.93) (the “Settlement Sum”), plus interest accruing on the outstanding balance at the rate of four percent (4%) per annum from April 15, 2022 until repaid in full.

b. Mr. Rice shall pay the Settlement Sum to CMSA in monthly payments of not less than ONE THOUSAND DOLLARS (\$1,000.00) per month (the “Monthly Payments”), on or before the fifteenth day of each month, beginning on April 15, 2022, subject to the income verification procedure described herein. Mr. Rice shall pay the Monthly Payments by check payable to the Chicago Metropolitan Sports Association, to be delivered to CMSA, 3023 North Clark Street #806, Chicago, Illinois 60657-5205, or to such other address as CMSA may subsequently notify Mr. Rice in writing.

c. Mr. Rice is permitted, but not required, to pay more than the minimum Monthly Payment in any month, provided, however, that excess amounts paid in any month shall not excuse, offset, or otherwise reduce the amount of any future Monthly Payment, until such time as the Settlement Sum is paid in full. By way of illustration, if Mr. Rice were to pay \$2,000.00 one month instead of \$1,000.00, the outstanding balance of the Settlement Sum would be reduced by \$2,000.00, but Mr. Rice would still be required to pay not less than \$1,000.00 each subsequent month until the Settlement Sum

is repaid in full, and cannot claim the excess \$1,000.00 as an offset against any future Monthly Payment. An amortization table setting forth Mr. Rice’s Repayment Schedule at the minimum monthly payment of ONE THOUSAND DOLLARS (\$1,000.00) per month

is included in **Exhibit B** attached hereto.

d. The Monthly Payments are subject to adjustment if Mr. Rice's income increases, in which event his Monthly Payments will also increase proportionally. Specifically, if at any time during the term of this Agreement, Mr. Rice's Monthly Payment amount is equal to less than twenty percent (20%) of his monthly gross income, the Monthly Payment amount will increase by the amount necessary to equal twenty percent (20%) of his monthly gross income. By way of illustration, if Mr. Rice's gross annual income increases to \$90,000, meaning his gross monthly income increases to \$7,500 (\$90,000/12), then his Monthly Payment amount would increase to \$1,500 per month (\$7,500 x 20%). Notwithstanding the foregoing, Mr. Rice's minimum monthly payment obligation will never drop below ONE THOUSAND DOLLARS (\$1,000.00) per month, even in the event that amount exceeds twenty percent (20%) of Mr. Rice's monthly gross income.

#### **4. Income and Bank Account Verification Procedure.**

a. Mr. Rice shall verify his income and bank accounts not less than annually until he has repaid CMSA the full Settlement Amount and all accrued interest.

b. To verify his income, Mr. Rice shall provide to CMSA's counsel in the manner described below his two most recent pay stubs together with his executed copy of this Agreement on the Effective Date. Mr. Rice shall thereafter provide to CMSA's counsel in the manner described below, on or before April 30<sup>th</sup> of each year and until CMSA has been repaid in full, with a copy of his annual tax returns, together with all W 2 and 1099 forms (collectively, the "Income Verification Documents"). Failure by Mr. Rice to verify income in accordance with this provision, or verification of a false or incomplete income, will constitute an event of default. No notice or opportunity to cure is required to give effect to this provision.

c. Separate and independent of the annual income verification process, in the event Mr. Rice's income increases, Mr. Rice shall notify CMSA's counsel in the manner described below, within thirty (30) days, of the increase to his income. Failure by Mr. Rice to notify CMSA of an increased income will constitute an event of default. No notice or opportunity to cure is required to give effect to this provision.

d. To verify his bank accounts, Mr. Rice shall provide CMSA's counsel in the manner described below with the most recent bank statement for each checking, savings, brokerage, or other bank account held or used by Mr. Rice together with his executed copy of this Agreement on the Effective Date. Thereafter, Mr. Rice shall provide to CMSA's counsel in the manner described below, on or before April 30<sup>th</sup> of each year and until CMSA has been repaid in full, with a copy of his most recent bank statement for each checking, savings, brokerage, or other bank account held or used by

Mr. Rice (collectively, the "Account Verification Documents"). Failure by Mr. Rice to verify his bank accounts in accordance with this provision, or verification of false or incomplete bank accounts, will constitute an event of default. No notice or opportunity to cure is required to give effect to this provision.

e. To fulfill his income and bank account verification obligations, Mr. Rice will send the Income Verification Documents and the Account Verification Documents by U.S. mail and/or electronic mail to Gregory E. Ostfeld, Greenberg Traurig, LLP, 77 W. Wacker Drive, Suite 3100, Chicago, Illinois 60601, [ostfeldg@gtlaw.com](mailto:ostfeldg@gtlaw.com), or to such other counsel or address as CMSA or Mr. Ostfeld may notify Mr. Rice in writing. CMSA covenants and agrees that CMSA's counsel may only disclose Mr. Rice's Income Verification Documents and Account Verification Documents, and the income and account information contained in those documents, to the then-current President of CMSA. CMSA further covenants and agrees that the Income Verification Documents and Account Verification Documents may only be used (i) to adjust the Monthly Payment amount as described above, and (ii) to enforce this Agreement and the Judgment following an event of default by Mr. Rice.

## **5. Payment Default.**

a. In the event that any Monthly Payment due hereunder is delivered to CMSA more than ten (10) days after the fifteenth day of the month in which it is due, the interest rate on the then outstanding balance of the Settlement Sum shall increase from four percent (4%) per annum to nine percent (9%) per annum for the remaining life of this Agreement until such time as the Settlement Sum is repaid in full. Unpaid interest amounts shall compound annually. No notice or opportunity to cure is required to give effect to this provision.

b. In the event that any Monthly Payment due hereunder has not been delivered to CMSA more than sixty (60) days after the fifteenth day of the month in which it is due, the failure to pay will constitute an event of default. Upon any event of default under this Agreement, the entire outstanding balance of the Settlement Sum (*i.e.* the Settlement Sum plus all accrued interest, minus all prior payments made by Mr. Rice) shall become immediately due and payable. No notice or opportunity to cure is required to give effect to this provision.

c. Following any event of default under this Agreement, CMSA has the right to commence enforcement of the Judgment, including but not limited to wage garnishments and proceedings against the assets of Mr. Rice, for the balance of the amount owed to CMSA, plus continuing interest at the rate of nine percent (9%) per annum compounding annually until such time as the outstanding balance of the Settlement Sum and all interest owed thereon is repaid in full. No notice or opportunity to cure is required to give effect to this provision.

d. Following any default hereunder, all payments shall be applied first to costs of collection, if any, then to accrued interest and thereafter to principal.

## **6. Security Interest.**

a. Mr. Rice pledges, assigns, and grants to CMSA a security interest (the "Security Interest") in any and all assets that he owns as of the Effective Date of this Agreement, or that he comes to own following the Effective Date of this Agreement (the

“Collateral”), as set forth herein.

b. CMSA’s Security Interest in the Collateral shall secure all of Mr. Rice’s obligations and liabilities to CMSA under this Agreement and shall include any and all note payment obligations, loans, advances, payments, extensions of credit, endorsements, guaranties, benefits, and financial accommodations heretofore granted, or extended by CMSA and any and all interest, obligations, liabilities, indebtedness, charges, and expenses heretofore chargeable against Mr. Rice by CMSA or owing by Mr. Rice to CMSA, and any renewals or extensions of any of the foregoing.

c. CMSA shall have the right to record the UCC Financing Statement in **Exhibit C** attached hereto to perfect its Security Interest in the Collateral, together with such other financing statements, security instruments, and other documents and instruments as CMSA may reasonably require to establish and maintain an attached, perfected Security Interest in the Collateral.

**7. Payment of Fraud Claims; Non-Dischargeability.** The Parties expressly recognize and acknowledge that the amount of the Settlement Sum and the payments under this Agreement are for payment of claims arising out of money alleged to have been obtained by false pretenses, false representation, or actual fraud, and that the amounts due under this Agreement are therefore non-dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(2).

**8. Lifetime Termination of CMSA Membership.** The Parties agree that Mr. Rice’s membership in CMSA shall be permanently terminated and revoked, his status in and eligibility for the CMSA Hall of Fame shall be revoked, and he shall be prohibited for life from participating in any and all future CMSA sports leagues and participating in or attending any and all future CMSA-related sports, parties, fundraisers, charity events, or other activities, with no right of reinstatement.

**9. No Admission of Civil or Criminal Liability.** Nothing contained in this Agreement shall be construed as an admission of civil liability, criminal culpability, or wrongdoing of any kind by Mr. Rice.

**10. Mutual General Releases; Exclusion of Agreement and Judgment.**

a. By signing this Agreement, CMSA, together with its parents, subsidiaries, affiliates, officers, directors, members, managers, partners, agents, representatives, attorneys, insurers, predecessors, successors, and assigns (collectively, the “CMSA Releasers”), hereby releases and forever discharges Mr. Rice, together with his heirs, agents, representatives, predecessors, successors, next of kin, beneficiaries, and assigns (the “Rice Releasees”), from all claims, counterclaims, causes, actions, causes of action,

suits at law or in equity, controversies, disputes, conflicts, disagreements, debts, controversies, damages, judgments, and demands of any and every kind whatsoever, in law or equity, which the CMSA Releasers ever had, now have or hereafter can, shall or may have, against the Rice Releasees, regardless of whether said claims have been asserted or not, for, upon, or by reason of any matter, cause or thing of any and every kind whatsoever, whether known or unknown, up to and including the date of this Agreement.

Any provision of the foregoing to the contrary notwithstanding, this release specifically excludes and does not apply to any claims for breach of this Agreement or any term or condition hereof. This release further specifically excludes the Judgment and does not apply to any claims or actions for enforcement of the Judgment following an event of default under this Agreement. CMSA acknowledges that it has read the terms of this Agreement, including, without limitation, the provisions of the release set forth in this Section, that it understands that this Section provides for a general release of all claims known or unknown, asserted or not, and that it has been advised by counsel of the legal and practical effect of executing this Agreement.

b. By signing this Agreement, Mr. Rice, together with his heirs, agents, representatives, predecessors, successors, next of kin, beneficiaries, and assigns (the "Rice Releasors"), hereby releases and forever discharges CMSA, together with its parents, subsidiaries, affiliates, officers, directors, members, managers, partners, agents, representatives, attorneys, insurers, predecessors, successors, and assigns (collectively, the "CMSA Releasees"), from all claims, counterclaims, causes, actions, causes of action, suits at law or in equity, controversies, disputes, conflicts, disagreements, debts, controversies, damages, judgments, and demands of any and every kind whatsoever, in law or equity, which the Rice Releasors ever had, now have or hereafter can, shall or may have, against the CMSA Releasees, regardless of whether said claims have been asserted or not, for, upon, or by reason of any matter, cause or thing of any and every kind whatsoever, whether known or unknown, up to and including the date of this Agreement. Any provision of the foregoing to the contrary notwithstanding, this release specifically excludes and does not apply to any claims for breach of this Agreement or any term or condition hereof. Mr. Rice acknowledges that he has read the terms of this Agreement, including, without limitation, the provisions of the release set forth in this Section, that he understands that this Section provides for a general release of all claims known or unknown, asserted or not, and that he has been advised of the legal and practical effect of executing this Agreement.

#### **11. Miscellaneous Provisions.**

a. Representation Of No Assignment. CMSA and Mr. Rice each hereby represents and warrants that it or he has not made or caused to be made, and will not make, any sale, assignment, transfer, pledge, or conveyance of any right, claim, demand, action, cause, or cause of action herein being settled and/or released.

b. Governing Law and Forum Selection. This Agreement shall be construed, governed and enforced pursuant to the laws of the State of Illinois, and any action to enforce the terms of this Agreement shall be brought exclusively in Illinois state court, in

the Circuit Court of Cook County. Notwithstanding the foregoing, an action or proceeding to enforce the Judgment may be brought in any venue having personal jurisdiction over Mr. Rice or his assets.

c. Counterparts. This Agreement may be signed in several counterparts, but all when taken together shall constitute but a single document when executed by all parties. This Agreement shall not constitute the agreement of the parties until such time as it has

been approved by the Board of CMSA and fully executed by all Parties.

d. Entire Agreement. The Parties acknowledge and agree that this Agreement and the exhibits to this Agreement together constitute the sole and complete agreement between the Parties resolving all claims and causes of action between them as provided herein, that its terms are contractual and not mere recitals, and that no representations or promises have been made to or relied upon by any of them or by any person acting for or on their behalf in connection with the subject matter of this Agreement which are not specifically set forth herein.

e. Representation Of Authority. Mr. Rice and the undersigned officer of CMSA each represents that he has authority to legally bind himself and CMSA to the terms of this Agreement.

f. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective parents, subsidiaries, affiliates, shareholders, officers, directors, members, managers, partners, attorneys, representatives, agents, heirs, insurers, predecessors, successors, next of kin, beneficiaries, and assigns.

g. Amendments. This Agreement and all documents and instruments executed in connection herewith or in furtherance hereof may not be amended, modified or supplemented except by an instrument in writing signed by all parties hereto.

h. Waiver, Modification. No provision hereof may be waived unless in writing and signed by the Party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

i. Notices. Any notices or communications made in connection with this Agreement shall be made by U.S. mail or electronic mail as follows:

**To CMSA:** Gregory E. Ostfeld  
Greenberg Traurig, LLP  
77 W. Wacker Dr., Suite 3100  
Chicago, Illinois 60601  
[ostfeldg@gtlaw.com](mailto:ostfeldg@gtlaw.com)

**To Mr. Rice:** Michael O. Rice II



Either Party shall give written notice to the other of any change of contact name, address, or email address.

j. Severability. In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Agreement shall control. If any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from all other provisions of this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Settlement Agreement and Mutual General Release on the date written above.

---

**CHICAGO MSA, NFP**

**By: Michael Richardson**

**Its: President**

---

**MICHAEL O. RICE II**

i. Notices. Any notices or communications made in connection with this Agreement shall be made by U.S. mail or electronic mail as follows:

**To CMSA:** Gregory E. Ostfeld  
Greenberg Traurig, LLP  
77 W. Wacker Dr., Suite 3100  
Chicago, Illinois 60601  
[ostfeldg@gtlaw.com](mailto:ostfeldg@gtlaw.com)

**To Mr. Rice:** Michael O. Rice II





Either Party shall give written notice to the other of any change of contact name, address, or email address.

j. Severability. In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Agreement shall control. If any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from all other provisions of this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Settlement Agreement and Mutual General Release on the date written above.

---

**CHICAGO MSA, NFP**

**By: Michael Richardson**

**Its: President**

---

**MICHAEL O. RICE II**

# Exhibit A

*ACTIVE 63357207v2*

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

CHICAGO MSA, NFP,

Plaintiff,

v.

MICHAEL O. RICE II,

Defendant.

Case No.: 2021-L-004526

**JUDGMENT**

This matter coming to be heard on the judicial settlement conference held on March 3, 2022, all parties being present, and the Court being fully advised in the premises.

**IT IS HEREBY ORDERED THAT:**

Judgment is entered in favor of Plaintiff Chicago MSA, NFP (“CMSA”) and against Michael O. Rice II (“Rice”), and CMSA shall recover from Rice \$146,215.93.

Without any admission of liability, the parties expressly recognize and acknowledge that this Judgment is entered on claims arising out of money alleged to have been obtained by false pretenses, false representation, or actual fraud.

ENTERED: March 3, 2022

**JUDGE** 

JUDGE James E. Snyder – 1970

Prepared By:

Firm ID No. 36511  
Gregory E. Ostfeld  
Alexandra J. Block  
**GREENBERG TRAUIG, LLP**  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Telephone: (312) 456-8400  
Facsimile: (312) 456-8435

ACTIVE 63357288v1

**Exhibit B**

ACTIVE 63357207v2

**Minimum Monthly Repayment Schedule**

| <b>Month</b> | <b>Starting Balance</b> | <b>Payment</b> | <b>Interest</b> | <b>Ending Balance</b> |
|--------------|-------------------------|----------------|-----------------|-----------------------|
| 1            | \$146,215.93            | \$1,000.00     | \$484.05        | \$145,699.98          |
| 2            | \$145,699.98            | \$1,000.00     | \$482.33        | \$145,182.32          |
| 3            | \$145,182.32            | \$1,000.00     | \$480.61        | \$144,662.92          |

|    |              |                |          |              |
|----|--------------|----------------|----------|--------------|
|    |              | 0              |          |              |
| 4  | \$144,662.92 | \$1,000.0<br>0 | \$478.88 | \$144,141.80 |
| 5  | \$144,141.80 | \$1,000.0<br>0 | \$477.14 | \$143,618.94 |
| 6  | \$143,618.94 | \$1,000.0<br>0 | \$475.40 | \$143,094.34 |
| 7  | \$143,094.34 | \$1,000.0<br>0 | \$473.65 | \$142,567.98 |
| 8  | \$142,567.98 | \$1,000.0<br>0 | \$471.89 | \$142,039.88 |
| 9  | \$142,039.88 | \$1,000.0<br>0 | \$470.13 | \$141,510.01 |
| 10 | \$141,510.01 | \$1,000.0<br>0 | \$468.37 | \$140,978.38 |
| 11 | \$140,978.38 | \$1,000.0<br>0 | \$466.59 | \$140,444.97 |
| 12 | \$140,444.97 | \$1,000.0<br>0 | \$464.82 | \$139,909.79 |
| 13 | \$139,909.79 | \$1,000.0<br>0 | \$463.03 | \$139,372.82 |
| 14 | \$139,372.82 | \$1,000.0<br>0 | \$461.24 | \$138,834.06 |
| 15 | \$138,834.06 | \$1,000.0<br>0 | \$459.45 | \$138,293.51 |
| 16 | \$138,293.51 | \$1,000.0<br>0 | \$457.65 | \$137,751.16 |
| 17 | \$137,751.16 | \$1,000.0<br>0 | \$455.84 | \$137,206.99 |
| 18 | \$137,206.99 | \$1,000.0<br>0 | \$454.02 | \$136,661.02 |
| 19 | \$136,661.02 | \$1,000.0<br>0 | \$452.20 | \$136,113.22 |
| 20 | \$136,113.22 | \$1,000.0<br>0 | \$450.38 | \$135,563.60 |
| 21 | \$135,563.60 | \$1,000.0<br>0 | \$448.55 | \$135,012.14 |

|    |              |                |          |              |
|----|--------------|----------------|----------|--------------|
| 22 | \$135,012.14 | \$1,000.0<br>0 | \$446.71 | \$134,458.85 |
| 23 | \$134,458.85 | \$1,000.0<br>0 | \$444.86 | \$133,903.71 |
| 24 | \$133,903.71 | \$1,000.0<br>0 | \$443.01 | \$133,346.72 |
| 25 | \$133,346.72 | \$1,000.0<br>0 | \$441.16 | \$132,787.88 |
| 26 | \$132,787.88 | \$1,000.0<br>0 | \$439.29 | \$132,227.17 |
| 27 | \$132,227.17 | \$1,000.0<br>0 | \$437.42 | \$131,664.60 |
| 28 | \$131,664.60 | \$1,000.0<br>0 | \$435.55 | \$131,100.15 |
| 29 | \$131,100.15 | \$1,000.0<br>0 | \$433.67 | \$130,533.81 |
| 30 | \$130,533.81 | \$1,000.0<br>0 | \$431.78 | \$129,965.59 |
| 31 | \$129,965.59 | \$1,000.0<br>0 | \$429.89 | \$129,395.48 |
| 32 | \$129,395.48 | \$1,000.0<br>0 | \$427.98 | \$128,823.46 |
| 33 | \$128,823.46 | \$1,000.0<br>0 | \$426.08 | \$128,249.54 |
| 34 | \$128,249.54 | \$1,000.0<br>0 | \$424.17 | \$127,673.71 |
| 35 | \$127,673.71 | \$1,000.0<br>0 | \$422.25 | \$127,095.95 |
| 36 | \$127,095.95 | \$1,000.0<br>0 | \$420.32 | \$126,516.27 |
| 37 | \$126,516.27 | \$1,000.0<br>0 | \$418.39 | \$125,934.66 |
| 38 | \$125,934.66 | \$1,000.0<br>0 | \$416.45 | \$125,351.11 |

|    |              |                |          |              |
|----|--------------|----------------|----------|--------------|
| 40 | \$124,765.61 | \$1,000.0<br>0 | \$412.55 | \$124,178.16 |
| 41 | \$124,178.16 | \$1,000.0<br>0 | \$410.59 | \$123,588.76 |
| 42 | \$123,588.76 | \$1,000.0<br>0 | \$408.63 | \$122,997.39 |
| 43 | \$122,997.39 | \$1,000.0<br>0 | \$406.66 | \$122,404.04 |
| 44 | \$122,404.04 | \$1,000.0<br>0 | \$404.68 | \$121,808.72 |
| 45 | \$121,808.72 | \$1,000.0<br>0 | \$402.70 | \$121,211.42 |
| 46 | \$121,211.42 | \$1,000.0<br>0 | \$400.70 | \$120,612.13 |
| 47 | \$120,612.13 | \$1,000.0<br>0 | \$398.71 | \$120,010.83 |
| 48 | \$120,010.83 | \$1,000.0<br>0 | \$396.70 | \$119,407.53 |
| 49 | \$119,407.53 | \$1,000.0<br>0 | \$394.69 | \$118,802.23 |
| 50 | \$118,802.23 | \$1,000.0<br>0 | \$392.67 | \$118,194.90 |
| 51 | \$118,194.90 | \$1,000.0<br>0 | \$390.65 | \$117,585.55 |
| 52 | \$117,585.55 | \$1,000.0<br>0 | \$388.62 | \$116,974.17 |
| 53 | \$116,974.17 | \$1,000.0<br>0 | \$386.58 | \$116,360.75 |
| 54 | \$116,360.75 | \$1,000.0<br>0 | \$384.54 | \$115,745.29 |
| 55 | \$115,745.29 | \$1,000.0<br>0 | \$382.48 | \$115,127.77 |
| 56 | \$115,127.77 | \$1,000.0<br>0 | \$380.43 | \$114,508.20 |
| 57 | \$114,508.20 | \$1,000.0<br>0 | \$378.36 | \$113,886.56 |
| 58 | \$113,886.56 | \$1,000.0      | \$376.29 | \$113,262.84 |

|    |              |                |          |              |
|----|--------------|----------------|----------|--------------|
|    |              | 0              |          |              |
| 59 | \$113,262.84 | \$1,000.0<br>0 | \$374.21 | \$112,637.05 |
| 60 | \$112,637.05 | \$1,000.0<br>0 | \$372.12 | \$112,009.18 |
| 61 | \$112,009.18 | \$1,000.0<br>0 | \$370.03 | \$111,379.21 |
| 62 | \$111,379.21 | \$1,000.0<br>0 | \$367.93 | \$110,747.14 |
| 63 | \$110,747.14 | \$1,000.0<br>0 | \$365.82 | \$110,112.96 |
| 64 | \$110,112.96 | \$1,000.0<br>0 | \$363.71 | \$109,476.67 |
| 65 | \$109,476.67 | \$1,000.0<br>0 | \$361.59 | \$108,838.26 |
| 66 | \$108,838.26 | \$1,000.0<br>0 | \$359.46 | \$108,197.72 |
| 67 | \$108,197.72 | \$1,000.0<br>0 | \$357.33 | \$107,555.05 |
| 68 | \$107,555.05 | \$1,000.0<br>0 | \$355.18 | \$106,910.23 |
| 69 | \$106,910.23 | \$1,000.0<br>0 | \$353.03 | \$106,263.27 |
| 70 | \$106,263.27 | \$1,000.0<br>0 | \$350.88 | \$105,614.14 |
| 71 | \$105,614.14 | \$1,000.0<br>0 | \$348.71 | \$104,962.86 |
| 72 | \$104,962.86 | \$1,000.0<br>0 | \$346.54 | \$104,309.40 |
| 73 | \$104,309.40 | \$1,000.0<br>0 | \$344.36 | \$103,653.76 |
| 74 | \$103,653.76 | \$1,000.0<br>0 | \$342.18 | \$102,995.94 |
| 75 | \$102,995.94 | \$1,000.0<br>0 | \$339.99 | \$102,335.93 |
| 76 | \$102,335.93 | \$1,000.0<br>0 | \$337.79 | \$101,673.72 |



|    |              |                |          |              |
|----|--------------|----------------|----------|--------------|
| 77 | \$101,673.72 | \$1,000.0<br>0 | \$335.58 | \$101,009.30 |
| 78 | \$101,009.30 | \$1,000.0<br>0 | \$333.36 | \$100,342.66 |
| 79 | \$100,342.66 | \$1,000.0<br>0 | \$331.14 | \$99,673.80  |

2

ACTIVE 63357207v2

80 \$99,673.80 \$1,000.00 \$328.91 \$99,002.72

|    |             |                |          |             |
|----|-------------|----------------|----------|-------------|
| 81 | \$99,002.72 | \$1,000.0<br>0 | \$326.68 | \$98,329.39 |
| 82 | \$98,329.39 | \$1,000.0<br>0 | \$324.43 | \$97,653.82 |
| 83 | \$97,653.82 | \$1,000.0<br>0 | \$322.18 | \$96,976.00 |
| 84 | \$96,976.00 | \$1,000.0<br>0 | \$319.92 | \$96,295.92 |
| 85 | \$96,295.92 | \$1,000.0<br>0 | \$317.65 | \$95,613.57 |
| 86 | \$95,613.57 | \$1,000.0<br>0 | \$315.38 | \$94,928.95 |
| 87 | \$94,928.95 | \$1,000.0<br>0 | \$313.10 | \$94,242.05 |
| 88 | \$94,242.05 | \$1,000.0<br>0 | \$310.81 | \$93,552.86 |
| 89 | \$93,552.86 | \$1,000.0<br>0 | \$308.51 | \$92,861.37 |
| 90 | \$92,861.37 | \$1,000.0<br>0 | \$306.20 | \$92,167.57 |
| 91 | \$92,167.57 | \$1,000.0<br>0 | \$303.89 | \$91,471.46 |
| 92 | \$91,471.46 | \$1,000.0<br>0 | \$301.57 | \$90,773.03 |
| 93 | \$90,773.03 | \$1,000.0<br>0 | \$299.24 | \$90,072.28 |
| 94 | \$90,072.28 | \$1,000.0<br>0 | \$296.91 | \$89,369.19 |

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
| 95  | \$89,369.19 | \$1,000.0<br>0 | \$294.56 | \$88,663.75 |
| 96  | \$88,663.75 | \$1,000.0<br>0 | \$292.21 | \$87,955.96 |
| 97  | \$87,955.96 | \$1,000.0<br>0 | \$289.85 | \$87,245.81 |
| 98  | \$87,245.81 | \$1,000.0<br>0 | \$287.49 | \$86,533.30 |
| 99  | \$86,533.30 | \$1,000.0<br>0 | \$285.11 | \$85,818.41 |
| 100 | \$85,818.41 | \$1,000.0<br>0 | \$282.73 | \$85,101.14 |
| 101 | \$85,101.14 | \$1,000.0<br>0 | \$280.34 | \$84,381.48 |
| 102 | \$84,381.48 | \$1,000.0<br>0 | \$277.94 | \$83,659.42 |
| 103 | \$83,659.42 | \$1,000.0<br>0 | \$275.53 | \$82,934.95 |
| 104 | \$82,934.95 | \$1,000.0<br>0 | \$273.12 | \$82,208.06 |
| 105 | \$82,208.06 | \$1,000.0<br>0 | \$270.69 | \$81,478.76 |
| 106 | \$81,478.76 | \$1,000.0<br>0 | \$268.26 | \$80,747.02 |
| 107 | \$80,747.02 | \$1,000.0<br>0 | \$265.82 | \$80,012.84 |
| 108 | \$80,012.84 | \$1,000.0<br>0 | \$263.38 | \$79,276.22 |
| 109 | \$79,276.22 | \$1,000.0<br>0 | \$260.92 | \$78,537.14 |
| 110 | \$78,537.14 | \$1,000.0<br>0 | \$258.46 | \$77,795.60 |
| 111 | \$77,795.60 | \$1,000.0<br>0 | \$255.99 | \$77,051.58 |
| 112 | \$77,051.58 | \$1,000.0<br>0 | \$253.51 | \$76,305.09 |
| 113 | \$76,305.09 | \$1,000.0      | \$251.02 | \$75,556.10 |

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
|     |             | 0              |          |             |
| 114 | \$75,556.10 | \$1,000.0<br>0 | \$248.52 | \$74,804.62 |
| 115 | \$74,804.62 | \$1,000.0<br>0 | \$246.02 | \$74,050.64 |
| 116 | \$74,050.64 | \$1,000.0<br>0 | \$243.50 | \$73,294.14 |
| 117 | \$73,294.14 | \$1,000.0<br>0 | \$240.98 | \$72,535.12 |
| 118 | \$72,535.12 | \$1,000.0<br>0 | \$238.45 | \$71,773.57 |
| 119 | \$71,773.57 | \$1,000.0<br>0 | \$235.91 | \$71,009.48 |
| 120 | \$71,009.48 | \$1,000.0<br>0 | \$233.36 | \$70,242.85 |

3

ACTIVE 63357207v2

121 \$70,242.85 \$1,000.00 \$230.81 \$69,473.66

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
| 122 | \$69,473.66 | \$1,000.0<br>0 | \$228.25 | \$68,701.90 |
| 123 | \$68,701.90 | \$1,000.0<br>0 | \$225.67 | \$67,927.58 |
| 124 | \$67,927.58 | \$1,000.0<br>0 | \$223.09 | \$67,150.67 |
| 125 | \$67,150.67 | \$1,000.0<br>0 | \$220.50 | \$66,371.17 |
| 126 | \$66,371.17 | \$1,000.0<br>0 | \$217.90 | \$65,589.08 |
| 127 | \$65,589.08 | \$1,000.0<br>0 | \$215.30 | \$64,804.37 |
| 128 | \$64,804.37 | \$1,000.0<br>0 | \$212.68 | \$64,017.05 |
| 129 | \$64,017.05 | \$1,000.0<br>0 | \$210.06 | \$63,227.11 |
| 130 | \$63,227.11 | \$1,000.0<br>0 | \$207.42 | \$62,434.53 |

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
| 131 | \$62,434.53 | \$1,000.0<br>0 | \$204.78 | \$61,639.32 |
| 132 | \$61,639.32 | \$1,000.0<br>0 | \$202.13 | \$60,841.45 |
| 133 | \$60,841.45 | \$1,000.0<br>0 | \$199.47 | \$60,040.92 |
| 134 | \$60,040.92 | \$1,000.0<br>0 | \$196.80 | \$59,237.72 |
| 135 | \$59,237.72 | \$1,000.0<br>0 | \$194.13 | \$58,431.85 |
| 136 | \$58,431.85 | \$1,000.0<br>0 | \$191.44 | \$57,623.29 |
| 137 | \$57,623.29 | \$1,000.0<br>0 | \$188.74 | \$56,812.03 |
| 138 | \$56,812.03 | \$1,000.0<br>0 | \$186.04 | \$55,998.07 |
| 139 | \$55,998.07 | \$1,000.0<br>0 | \$183.33 | \$55,181.40 |
| 140 | \$55,181.40 | \$1,000.0<br>0 | \$180.60 | \$54,362.00 |
| 141 | \$54,362.00 | \$1,000.0<br>0 | \$177.87 | \$53,539.88 |
| 142 | \$53,539.88 | \$1,000.0<br>0 | \$175.13 | \$52,715.01 |
| 143 | \$52,715.01 | \$1,000.0<br>0 | \$172.38 | \$51,887.39 |
| 144 | \$51,887.39 | \$1,000.0<br>0 | \$169.62 | \$51,057.02 |
| 145 | \$51,057.02 | \$1,000.0<br>0 | \$166.86 | \$50,223.87 |
| 146 | \$50,223.87 | \$1,000.0<br>0 | \$164.08 | \$49,387.95 |
| 147 | \$49,387.95 | \$1,000.0<br>0 | \$161.29 | \$48,549.25 |
| 148 | \$48,549.25 | \$1,000.0<br>0 | \$158.50 | \$47,707.74 |
| 149 | \$47,707.74 | \$1,000.0      | \$155.69 | \$46,863.44 |

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
|     |             | 0              |          |             |
| 150 | \$46,863.44 | \$1,000.0<br>0 | \$152.88 | \$46,016.31 |
| 151 | \$46,016.31 | \$1,000.0<br>0 | \$150.05 | \$45,166.37 |
| 152 | \$45,166.37 | \$1,000.0<br>0 | \$147.22 | \$44,313.59 |
| 153 | \$44,313.59 | \$1,000.0<br>0 | \$144.38 | \$43,457.97 |
| 154 | \$43,457.97 | \$1,000.0<br>0 | \$141.53 | \$42,599.50 |
| 155 | \$42,599.50 | \$1,000.0<br>0 | \$138.66 | \$41,738.16 |
| 156 | \$41,738.16 | \$1,000.0<br>0 | \$135.79 | \$40,873.95 |
| 157 | \$40,873.95 | \$1,000.0<br>0 | \$132.91 | \$40,006.87 |
| 158 | \$40,006.87 | \$1,000.0<br>0 | \$130.02 | \$39,136.89 |
| 159 | \$39,136.89 | \$1,000.0<br>0 | \$127.12 | \$38,264.01 |
| 160 | \$38,264.01 | \$1,000.0<br>0 | \$124.21 | \$37,388.23 |
| 161 | \$37,388.23 | \$1,000.0<br>0 | \$121.29 | \$36,509.52 |

4

ACTIVE 63357207v2

162 \$36,509.52 \$1,000.00 \$118.37 \$35,627.89

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
| 163 | \$35,627.89 | \$1,000.0<br>0 | \$115.43 | \$34,743.31 |
| 164 | \$34,743.31 | \$1,000.0<br>0 | \$112.48 | \$33,855.79 |
| 165 | \$33,855.79 | \$1,000.0<br>0 | \$109.52 | \$32,965.31 |
| 166 | \$32,965.31 | \$1,000.0<br>0 | \$106.55 | \$32,071.86 |

|     |             |                |          |             |
|-----|-------------|----------------|----------|-------------|
| 167 | \$32,071.86 | \$1,000.0<br>0 | \$103.57 | \$31,175.43 |
| 168 | \$31,175.43 | \$1,000.0<br>0 | \$100.58 | \$30,276.02 |
| 169 | \$30,276.02 | \$1,000.0<br>0 | \$97.59  | \$29,373.60 |
| 170 | \$29,373.60 | \$1,000.0<br>0 | \$94.58  | \$28,468.18 |
| 171 | \$28,468.18 | \$1,000.0<br>0 | \$91.56  | \$27,559.74 |
| 172 | \$27,559.74 | \$1,000.0<br>0 | \$88.53  | \$26,648.28 |
| 173 | \$26,648.28 | \$1,000.0<br>0 | \$85.49  | \$25,733.77 |
| 174 | \$25,733.77 | \$1,000.0<br>0 | \$82.45  | \$24,816.22 |
| 175 | \$24,816.22 | \$1,000.0<br>0 | \$79.39  | \$23,895.60 |
| 176 | \$23,895.60 | \$1,000.0<br>0 | \$76.32  | \$22,971.92 |
| 177 | \$22,971.92 | \$1,000.0<br>0 | \$73.24  | \$22,045.16 |
| 178 | \$22,045.16 | \$1,000.0<br>0 | \$70.15  | \$21,115.31 |
| 179 | \$21,115.31 | \$1,000.0<br>0 | \$67.05  | \$20,182.36 |
| 180 | \$20,182.36 | \$1,000.0<br>0 | \$63.94  | \$19,246.31 |
| 181 | \$19,246.31 | \$1,000.0<br>0 | \$60.82  | \$18,307.13 |
| 182 | \$18,307.13 | \$1,000.0<br>0 | \$57.69  | \$17,364.82 |
| 183 | \$17,364.82 | \$1,000.0<br>0 | \$54.55  | \$16,419.37 |
| 184 | \$16,419.37 | \$1,000.0<br>0 | \$51.40  | \$15,470.76 |
| 185 | \$15,470.76 | \$1,000.0      | \$48.24  | \$14,519.00 |

|     |             |            |         |             |
|-----|-------------|------------|---------|-------------|
|     |             | 0          |         |             |
| 186 | \$14,519.00 | \$1,000.00 | \$45.06 | \$13,564.06 |
| 187 | \$13,564.06 | \$1,000.00 | \$41.88 | \$12,605.94 |
| 188 | \$12,605.94 | \$1,000.00 | \$38.69 | \$11,644.63 |
| 189 | \$11,644.63 | \$1,000.00 | \$35.48 | \$10,680.11 |
| 190 | \$10,680.11 | \$1,000.00 | \$32.27 | \$9,712.38  |
| 191 | \$9,712.38  | \$1,000.00 | \$29.04 | \$8,741.42  |
| 192 | \$8,741.42  | \$1,000.00 | \$25.80 | \$7,767.23  |
| 193 | \$7,767.23  | \$1,000.00 | \$22.56 | \$6,789.78  |
| 194 | \$6,789.78  | \$1,000.00 | \$19.30 | \$5,809.08  |
| 195 | \$5,809.08  | \$1,000.00 | \$16.03 | \$4,825.11  |
| 196 | \$4,825.11  | \$1,000.00 | \$12.75 | \$3,837.86  |
| 197 | \$3,837.86  | \$1,000.00 | \$9.46  | \$2,847.32  |
| 198 | \$2,847.32  | \$1,000.00 | \$6.16  | \$1,853.48  |
| 199 | \$1,853.48  | \$1,000.00 | \$2.84  | \$856.32    |
| 200 | \$856.32    | \$856.32   | \$0.00  | \$0.00      |

# Exhibit C

ACTIVE 63357207v2

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

**Gregory E. Ostfeld, (312) 476-5056**

B. E-MAIL CONTACT AT FILER (optional)

**ostfeldg@gtlaw.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Gregory E. Ostfeld**

**Greenberg Traurig, LLP**

**77 W. Wacker Dr., Suite 3100**

**Chicago, Illinois 60601**



1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

|   |                                       |  |
|---|---------------------------------------|--|
| 1b. INDIVIDUAL'S SURNAME<br><b>Rice</b> | FIRST PERSONAL NAME<br><b>Michael</b> | ADDITIONAL NAME(S)/INITIAL(S) <b>O</b> |
|---|---------------------------------------|--|

SUFFIX  
**II**

1c. MAILING ADDRESS CITY POSTAL CODE

STATE COUNTRY



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

PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

**Chicago MSA, NFP**  
COUNTRY

2c. MAILING ADDRESS CITY POSTAL CODE STATE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED)

OR

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

COUNTRY

SUFFIX

3c. MAILING ADDRESS CITY POSTAL CODE STATE

**3023 N. Clark St. #806 Chicago IL 60657 USA**

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

**All assets of the Debtor.**

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:

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

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

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor

Seller/Buyer Bailee/Bailor 8. OPTIONAL FILER REFERENCE DATA:

Licensee/Licenser

**FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1)**  
(Rev. 04/20/11)  
International Association of Commercial Administrators (IACA)