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Cook County Recorder of Deeds
Date: 09/15/2004 11:35 AM Pg: 1 of 7

Property of Cook County Clerk's Office

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

between

ATLAS COLD STORAGE AMERICA LLC, as Mortgagor,

and

BRASCAN BRIDGE LENDING FUND INC., as Mortgagee

Dated as of September 7, 2004

This instrument affects certain real and personal property located in

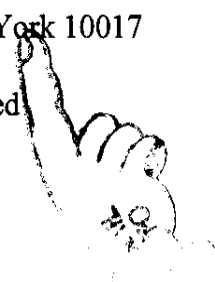
County of Cook, State of Illinois

This instrument was prepared by:
David M. Cremons, Esq.
Felhaber, Larson, Fenlon & Vogt
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402-4504

Record and return to:
Gary S. Litke, Esq.
Torys LLP
237 Park Avenue
New York, New York 10017

Tax Statements for the real property described
in this instrument should be sent to:

Atlas Cold Storage
5255 Yonge Street, Suite 900
North York, Ontario M2N 5P8
CANADA



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AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of September 7, 2004 (this "Amendment"), is made and entered into by and between ATLAS COLD STORAGE AMERICA LLC, a Minnesota limited liability company (the "Mortgagor"), as mortgagor under the mortgage listed on Exhibit A hereto (the "Mortgage"), having an address at 5255 Yonge Street, Suite 900, North York, Ontario, M2N 5P8, CANADA; and BRASCAN BRIDGE LENDING FUND INC., as Agent, as mortgagee under the Mortgage, having an address at Suite 300, BCE Place, 181 Bay Street, Toronto, Ontario, M5J 2T3 ("Mortgagee").

WITNESSETH:

WHEREAS, as of July 9, 2001, The Toronto-Dominion Bank, as Lead Arranger, Book Manager and Administration Agent for the Lenders; Toronto-Dominion (Texas), Inc., as U.S. Agent; The Bank of Nova Scotia, as Co-Arranger and Documentation Agent; Atlas Cold Storage Canada Limited ("Atlas Canada"), Atlas Cold Storage USA, Inc. ("Atlas USA (DE)") and Atlas Cold Storage Midwest Limited ("Atlas Midwest"); Atlas Canada, Atlas USA (DE) and Atlas Midwest, (collectively, the "Borrowers"); Atlas Cold Storage Income Trust ("Atlas Trust"), Atlas Cold Storage Holdings Inc. ("ACSHI"), Atlas USA (DE), Atlas Canada and Atlas Midwest (collectively, the "Guarantors"); and the various financial institutions and other Persons from time to time parties thereto as U.S. Lenders or Canadian Lenders (the "Lenders") entered into the Loan Agreement (the "Original Loan Agreement") pursuant to which the Lenders agreed to extend commitments to make advances to the Borrowers in the maximum original principal amount of One Hundred Forty-Five Million and 00/100 Canadian Dollars (Cdn. \$145,000,000.00) and Twenty-One Million and 00/100 Dollars (\$21,000,000.00) (U.S.) (the "Original Commitment");

WHEREAS, as of October 22, 2002, The Toronto-Dominion Bank, in its capacity as the Administration Agent for the Lenders, TD Securities Inc., as Lead Arranger and Book Manager; Toronto-Dominion (Texas), Inc., as U.S. Agent; The Bank of Nova Scotia, as Co-Arranger and Documentation Agent; BMO Nesbitt Burns, as Syndication Agent; Atlas Canada, Atlas Midwest, Atlas Cold Storage USA Inc. ("Atlas USA (MN)"), Atlas Cold Storage America LLC ("Atlas America"), and Atlas Cold Storage Logistics LLC ("Atlas Logistics") (Atlas Canada, Atlas Midwest, Atlas USA (MN), Atlas America and Atlas Logistics, collectively, the "Borrowers"); Atlas Trust, ACSHI, Atlas Canada, Atlas Midwest, Atlas USA (MN), Atlas America and Atlas Logistics (collectively, the "Guarantors"); the various financial institutions and other Persons from time to time parties thereto as U.S. Lenders or Canadian Lenders (the "Lenders") entered into an Amended and Restated Loan Agreement pursuant to which the Lenders agreed to increase the Original Commitment to allow for Advances to the Borrowers, in the aggregate in the maximum original principal amount of Three Hundred Six Million Five Hundred Thousand and 00/100 Canadian Dollars (Cdn. \$306,500,000.00) (the "Increased Commitment"); (the Original Loan Agreement, as so amended and restated the "First Amended Loan Agreement").

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WHEREAS, as of September 2, 2004, the Mortgagor and the Mortgagee, in its capacity as Agent, entered into that Second Amended and Restated Loan Agreement (the "Second Amended Loan Agreement") further amending the Original Loan Agreement. Pursuant to the Second Amended Loan Agreement, the Mortgagee is committed to make Advances to or for the benefit of the Borrowers in the aggregate in the maximum original principal amount of Two Hundred Fifty Million and 00/100 Canadian Dollars (Cdn. \$250,000,000.00) (the "Reduced Commitment").

WHEREAS, (i) as a material inducement for the Mortgagee to enter into the Second Amended Loan Agreement and the other Loan Documents (as defined in the Second Amended Loan Agreement), and (ii) to secure and to continue to secure the payment and performance of the Obligations (as defined in the Second Amended Loan Agreement), the Mortgagor is executing and delivering this Amendment; and

WHEREAS, the Mortgagor has duly authorized the execution delivery and performance of this Amendment.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The term "Loan Agreement" as used in the Mortgage, shall mean the Second Amended Loan Agreement (as defined herein), and all capitalized terms used in the Mortgage but not defined therein shall have the meanings ascribed to such terms in the Loan Documents (as defined in the Second Amended Loan Agreement), including, without limitation, the term "Obligations."

2. The term "Mortgagee", as used in the Mortgage, shall mean Brascan Bridge Lending Fund Inc. The term "Mortgagor", as used in the Mortgage shall mean Atlas Cold Storage America LLC.

3. The term "Agent", as used in the Mortgage, shall mean Brascan Bridge Lending Fund Inc.

4. The term "Lenders", as used in the Mortgage, shall mean Brascan Bridge Lending Fund Inc.

5. The term "Borrowers", as used in the Mortgage, shall mean Atlas Cold Storage Canada Limited, Atlas Cold Storage USA Inc., Atlas Cold Storage Midwest Limited and Atlas Cold Storage America LLC.

6. The term "Hedging Transaction", as used in the Mortgage, shall be changed to "Hedging Agreement", as such term is defined in the Second Amended Loan Agreement.

7. The parties acknowledge that, notwithstanding anything to the contrary in the Mortgage, the Maturity Date of the Obligations under the Second Amended Loan Agreement is September 2, 2007.

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8. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such provision and jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment or effecting the validity or enforceability of such provision in any other jurisdiction.

10. This Amendment may be executed by the parties hereto in several counterparts, each of which when executed and delivered shall be deemed to be an original and all of which shall constitute together but one in the same agreement.

11. Except as amended pursuant to the terms of this Amendment, all of the terms, provisions and conditions of the Mortgage shall remain in full force and effect and are hereby ratified and confirmed.

12. This Amendment shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned, have caused this Amendment to be duly executed, sealed, acknowledged and delivered as of the day and year first above written.

Mortgagor

ATLAS COLD STORAGE AMERICA LLC,
a Minnesota limited liability company

By: _____ *[Signature]*

Its: _____ *[Signature]*

Mortgagee

BRASCAN BRIDGE LENDING FUND INC., as
Agent

By: _____ *[Signature]*

Name: _____ *Cyrus Madan*

Title: _____ *Vice President*

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ACKNOWLEDGEMENT

CITY OF TORONTO)
) ss.
PROVINCE OF ONTARIO)

On the 7th day of September in the year of 2004 before me, the undersigned, Notary Public in and for said City and Province, personally appeared Daryl Ewert, who being by my duly sworn, did say that s/he is the Secretary of Atlas Cold Storage America LLC, a Minnesota limited liability company and that said instrument was signed on behalf of said company by authority of its Board of Governors and s/he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the City and Province aforesaid.

Michael Joseph Jeter
A Notary Public for the Province of Ontario
My Commission Expires: _____

ACKNOWLEDGEMENT

CITY OF TORONTO)
) ss.
PROVINCE OF ONTARIO)

On the 7th day of September in the year of 2004 before me, the undersigned, Notary Public in and for said Province, personally appeared Cyrus Medow, who being by my duly sworn, did say that s/he is the Vice-President of Priscan Lending Fund Inc., a Canadian corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and s/he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the City and Province aforesaid.

Michael Joseph Jeter
A Notary Public for the Province of Ontario
My Commission Expires: _____

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EXHIBIT A
(4220 South Kildare Boulevard, Chicago, IL)
DESCRIPTION OF MORTGAGE

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated October 23, 2002, in a principal amount not to exceed \$400,000,000.00, from Atlas Cold Storage America LLC ("Mortgagor") to The Toronto-Dominion Bank ("Mortgagee"), recorded November 13, 2002 as Document No. 0021249746 in the Office of the Cook County Recorder, State of Illinois (the "State"), the Mortgagee's rights under which have been assigned to Brascan Bridge Lending Fund Inc. pursuant to an Assignment of Mortgage of the same date herewith.

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LEGAL DESCRIPTION:

ONE TRACT OF LAND BEING A PART OF SECTION 3, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD, AND THE WESTERLY RIGHT OF WAY OF KILDARE BOULEVARD, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 667.66 FEET TO THE NORTHERLY RIGHT OF WAY OF 44TH STREET; THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 1607.26 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, PER DOCUMENT NUMBER 17307420; THENCE NORTH 10 DEGREES 12 MINUTES, 59 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 678.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES, 40 MINUTES, 59 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 24.41 FEET; THENCE SOUTH 10 DEGREES, 12 MINUTES, 59 SECONDS EAST A DISTANCE OF 132.76 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 309.62 FEET AND A CHORD BEARING SOUTH 35 DEGREES 17 MINUTES, 35 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 59.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 302.00 FEET AND A CHORD BEARING SOUTH 54 DEGREES 57 MINUTES 01 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 151.27 FEET; THENCE SOUTH 67 DEGREES, 59 MINUTES, 30 SECONDS EAST, A DISTANCE OF 49.29 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING 79 DEGREES 02 MINUTES 55 SECONDS EAST, THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 111.83 FEET; THENCE SOUTH 89 DEGREES, 39 MINUTES, 35 SECONDS EAST A DISTANCE OF 93.50 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 556.00 FEET AND A CHORD BEARING NORTH 86 DEGREES, 43 MINUTES, 18 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 74.53 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 03 SECONDS EAST A DISTANCE OF 70.83 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 297.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 1130.00 FEET TO THE POINT OF BEGINNING.

PERM TAX#

19-03-101-009-0000
 19-03-200-019-0000
 19-03-400-091-0000
 19-03-400-121-0000
 19-03-400-151-0000
 19-03-400-154-0000
 19-03-400-181-0000
 19-03-400-189-0000
 19-03-400-190-0000

PROPERTY ADDRESS: 4220 SOUTH KILDARE BLVD, CHICAGO, ILLINOIS