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Doc#: 0535419054 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2005 11:50 AM Pg: 1 of 8

This instrument was prepared by
and when recorded, please return to:

Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Attn: Rachel N. Gerrick

8151739

FIRST AMENDMENT TO LEASEHOLD MORTGAGE

Wanda
This **FIRST AMENDMENT TO LEASEHOLD MORTGAGE** (this "Amendment") dated as of December 16, 2005, is made by and between PORTILLO'S HOT DOGS, INC., a Delaware corporation ("Mortgagor"), having its principal office at 2001 Spring Road, Suite 500, Oak Brook, Illinois 60522, and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself, as Lender (as hereinafter defined), and as Agent for Lenders (hereinafter, "Mortgagee"), having offices at 401 Merritt Seven, Second Floor, Norwalk, Connecticut 06856.

WITNESSETH:

WHEREAS, Mortgagor executed in favor of Mortgagee that certain Leasehold Mortgage, Assignment of Leases and Rents and Financing Statement dated as of February 19, 2004 and recorded March 15, 2004 with the Office of the Recorder of Cook County, Illinois as Document No. 0407542247 (the "Mortgage");

WHEREAS, Mortgagor, certain other credit parties signatory thereto, the lenders signatory thereto and Mortgagee have entered into that certain Amended and Restated Credit Agreement of even date herewith (the "Amended Credit Agreement"), amending and restating that certain Credit Agreement referenced in the Mortgage; and

WHEREAS, in connection with the Amended Credit Agreement, Mortgagor and Mortgagee desire to amend the Mortgage in certain respects as hereinafter provided. All capitalized terms not specifically defined herein shall have the respective meanings given or ascribed to them in the Mortgage or, if not defined in the Mortgage, the Amended Credit Agreement.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Each of the recitals set forth above are incorporated herein.

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2. The terms and provisions of this Amendment shall become effective as of the date hereof (the "Effective Date").

3. The term "Credit Agreement" as defined in the Mortgage, shall be deemed to mean the Amended Credit Agreement, as the same may be hereafter further amended, supplemented, restated or otherwise modified from time to time.

4. The term "Mortgage" as set forth in the Mortgage, shall be deemed to mean the Mortgage, as amended pursuant to this First Amendment, as the same may be hereafter further amended, supplemented, restated or otherwise modified from time to time.

5. In the Second Paragraph of the Recitals, the phrase "Forty-Five Million and No/100 Dollars (\$45,000,000.00)" is hereby deleted and replaced with "Fifty Million and No/100 Dollars (\$50,000,000.00)".

6. The Third Paragraph of the Recitals of the Mortgage is hereby deleted in its entirety and replaced with the following:

"**WHEREAS**, the Loans are in the form of: (i) term loans in the aggregate principal amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) (collectively, the "Term Loan"); (ii) a revolving credit facility in the aggregate principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) the "Revolving Credit Loan"; and (iii) a capital expenditure credit facility in the aggregate principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (the "CAPEX Loan");".

7. The words "Ninety Million and No/100 Dollars (\$90,000,000.00)" appearing in the Tenth Paragraph of the Recitals and Section 5.15 are hereby deleted and replaced with "One Hundred Million and No/100 Dollars (\$100,000,000.00)".

8. Agent's address for notice purposes as set forth in Section 5.01 of the Mortgage is hereby deleted in its entirety and replaced with the following:

General Electric Capital Corporation
 Commercial and Industrial Finance
 401 Merritt Seven
 Second Floor
 Norwalk, Connecticut 06856
 Attention: Portillo Restaurant Group - Account Manager
 Telecopier No.: (203)229-1989
 Telephone No.: (203)229-1902

with copies to:

Winston & Strawn LLP
 35 West Wacker Drive
 Chicago, Illinois 60601
 Attention: Loren A. Weil

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Telecopier No.: (312)558-5700
Telephone No.: (312)558-6133

and

General Electric Capital Corporation
Commercial and Industrial Finance
401 Merritt Seven
Second Floor
Norwalk, Connecticut 06856
Attention: Corporate Counsel
Telecopier No.: (203)229-1991
Telephone No.: (203)229-1923"

9. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision which shall be construed as similar in terms as may be possible while remaining legal, valid and enforceable.

10. Except as specifically modified by this Amendment, all other terms of the Mortgage shall remain in full force and effect. Mortgagor hereby confirms and reaffirms all of its obligations under the Mortgage, as modified and amended by this First Amendment.

11. In case of conflict between the Mortgage and this First Amendment, the terms of this First Amendment shall prevail.

12. This Amendment shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

13. This Amendment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Illinois (without regard to conflicts of law principles) and applicable laws of the United States.

14. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

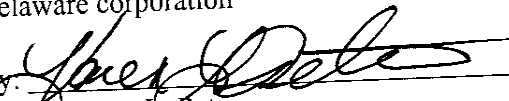
[Signature and Notary Pages Follow]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment on the date first above written.

MORTGAGOR:

PORTILLO'S HOT DOGS, INC., a Delaware corporation

By: 
Name: Karen L. Peterson
Title: Vice President and Assistant Secretary

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent and Lender

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment on the date first above written.

MORTGAGOR:

PORTILLO'S HOT DOGS, INC., a Delaware corporation

By: _____
Name: Karen L. Peterson
Title: Vice President and Assistant Secretary

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent and Lender

By: *[Signature]*
Name: Susan Timmermar
Title: Duly Authorized Signatory

Property of Cook County Clerk's Office

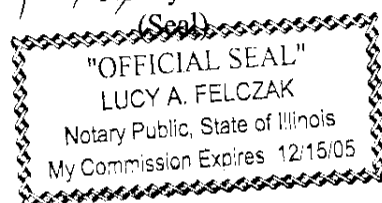
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STATE OF ILLINOIS)
) SS:
COUNTY OF DePage)

On this 12th day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Karen L. Peterson, to me known, who, being by me duly sworn, did depose and say that she is the Vice President and Assistant Secretary of PORTILLO'S HOT DOGS, INC., a Delaware corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the corporation's Board of Directors, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Lucy A. Felczak
Notary Public
(Seal)



My Commission Expires: 12/15/05

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STATE OF Connecticut
COUNTY OF Fairfield) SS:

On this 14 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Susan Timmerman, to me known, who, being by me duly sworn, did depose and say that he/she is the Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, that the instrument was signed and sealed on behalf of the corporation, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Elizabeth R. Harkins
Notary Public
(Seal)

My Commission Expires: 5-31-2007

Notary Public of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: GENTAX SKOKIE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSOR, AND PORTILLO'S HOT DOGS, INC., AS LESSEE, DATED DECEMBER 15, 2003, WHICH LEASE WAS RECORDED FEBRUARY 4, 2004 AS DOCUMENT 0403542295, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING ON THE DATE THE LANDLORD DELIVERS THE DEMISED PREMISES TO TENANT, BUT NO LATER THAN MAY 1, 2004 AND ENDING ON THE 15TH ANNIVERSARY OF THE LAST DAY OF THE MONTH IMMEDIATELY PRECEDING THE COMMENCEMENT DATE, AS DEFINED THEREIN:

THAT PART OF LOT 4 IN GENTAX SUBDIVISION RECORDED MAY 6, 2004 AS DOCUMENT NUMBER 0412731118, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 10 FEET, TAKEN FOR WIDENING OF SKOKIE BOULEVARD, PER DOCUMENT NO. 19102846 WITH THE SOUTH LINE OF THE NORTH 373.00 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 111.16 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 18.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 54 MINUTES 23 SECONDS EAST A DISTANCE OF 34.51 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 75.00 FEET; THENCE SOUTH 45 DEGREES 19 MINUTES 46 SECONDS WEST A DISTANCE OF 29.82 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 102.50 FEET; THENCE NORTH 65 DEGREES 51 MINUTES 20 SECONDS WEST A DISTANCE OF 22.13 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS EAST A DISTANCE OF 120.45 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST A DISTANCE OF 134.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR PARKING, INGRESS AND EGRESS PURSUANT FOR THE BENEFIT OF PARCEL 1, PURSUANT TO SECOND RESTATEMENT OF DECLARATION OF EASEMENTS AND OPERATING AGREEMENT RECORDED JUNE 23, 2004 AS DOCUMENT 0417511192 AND FIRST AMENDMENT TO SECOND RESTATEMENT OF DECLARATION OF EASEMENTS AND OPERATING AGREEMENT RECORDED AUGUST 23, 2004 AS DOCUMENT 0423642308.