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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



Doc#: 0535419038 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2005 11:39 AM Pg: 1 of 8

7941647

FIRST AMENDMENT TO MORTGAGE

This **FIRST AMENDMENT TO MORTGAGE** (this "Amendment") dated as of December 16, 2005, is made by and between RICHARD PORTILLO AND SHARON PORTILLO, HIS WIFE, AS JOINT TENANTS (Richard Portillo and Sharon Portillo are individually and collectively referred to herein as "Mortgagor"), having an address of c/o The Portillo Restaurant Group, 2001 Spring Road, Suite 500, Oak Brook, Illinois 60523 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:

Rachel
WHEREAS, Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Leases and Rents and Financing Statement dated as of October 26, 2001 and recorded November 13, 2001 with the Office of the Recorder of Cook County, Illinois as Document No. 0011062560 (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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BOX 333-CP

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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:

RICHARD PORTILLO



SHARON PORTILLO



MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent and Lender

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

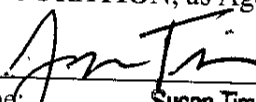
MORTGAGOR:

RICHARD PORTILLO

SHARON PORTILLO

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent and Lender

By: 
Name: Susan Timmermar
Title: Duly Authorized Signatory

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 290 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 170, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 10 FEET OF LOT 346 AND ALL OF LOT 347 IN CENTEX INDUSTRIAL PARK UNIT 212, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number(s):

08-34-203-016-0000
08-34-203-022-0000
08-34-203-023-0000

Property Address:

1500 Busse Highway
Elk Grove Village, Illinois 60007