and after recording, return to:

James A. Schraidt, Esq. SCOTT & KRAUS, LLC 150 South Wacker Drive, Suite 2900 Chicago, IL 60606

### Property Addresses:

5569-5577 North Northwest Highway, Chicago, IL 50646

5577 & 5579 North Northwest Highway, Chicago, IL 60630 2 6115 West Bryn Mawr Avenue, Chicago, IL 60330

5578 North Northwest Highway, Chicago, IL 60630 204 County Clark's

5601 North Northwest Highway, Chicago, IL 60646

### Permanent Index Number(s):

13-08-105-008

13-08-105-009

13-08-105-010

13-08-105-011

13-08-105-012

13-08-105-013

13-08-105-015

13-08-105-017

13-08-105-006-0000

13-08-105-007-0000

13-08-105-016-0000

13-05-330-038-0000

13-08-104-008

Doc#: 1334547039 Fee: \$96.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/11/2013 12:58 PM Pg: 1 of 30

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#### SECOND OMNIBUS MODIFICATION TO LOAN DOCUMENTS

THIS SECOND OMNIBUS MODIFICATION TO LOAN DOCUMENTS (this "Modification") is made and entered into as of November 22, 2013, by and among CHICAGO SWEET CONNECTION GROUP LLC, an Illinois limited liability company, whose address is 5569 N. Northwest Hwy., Chicago, IL 60630 ("Chicago Sweet"), THE THIRD SYNTHESIS, INC., an Illinois corporation, whose address is 5569-5577 N. Northwest Hwy., Chicago, IL 60630 ("Third Synthesis"), ATHANASIOS KAILIS, an individual ("Kailis" and together with Chicago Sweet and Third Synthesis, the "Existing Borrowers"), CHICAGO SWEET CONNECTION GROUP III, LLC, an Illinois limited liability company, whose address is 5569 N. Northwest Hwy., Chicago, IL 60630 ("Chicago Sweet III"), CHICAGO SAVINGS CONNECTION, INC., an Illinois corporation, whose address is 5569 N. Northwest Hwy., Chicago, IL 60630 ("Chicago Savings", and together with Chicago Sweet III and the

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Existing Borrowers are each individually a "Borrower' and together are the "Borrowers") and INLAND BANK AND TRUST, an Illinois state chartered banking institution ("Lender"), successor by merger with Cambridge Bank, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, Illinois 60523.

#### **RECITALS**:

- A. Lender has made a loan (the "Chicago Sweet Loan") to Chicago Sweet, arising under and pursuant to that certain Business Loan Agreement dated as of September 5, 2011 (the "Chicago Sweet Loan Agreement"), made by and between Chicago Sweet and Lender, evidenced by that certain Promissory Note dated as of September 5, 2011 (as amended, restated or replaced from time of me, including but not limited to by that certain Letter Amendment dated as of March 1, 2011, the "Chicago Sweet Note"), made by Chicago Sweet in favor of Lender in the original principal amount of Nine Hundred One Thousand Six Hundred Eighty and 84/100 Dollars (\$901,680.84).
- B. The following documents secure the Chicago Sweet Loan: (i) that certain Mortgage dated as of March 1, 2006 (as modified and amended from time to time, the "Chicago Sweet Mortgage"), by and between Chicago Sweet and Lender, recorded in the office of the Cook County Recorder of Deeds on March 7, 2006 as Document Number 0606612101, and as modified by that certain Modification of Mortgage dated September 5, 2011, recorded in the office of the Cook County Recorder of Deeds on November 14, 2011 as Document Number 1131808783, encumbering the real property described in Exhibit A hereto which is commonly known as 5601 North Northwest Highway, Chicago, IL 50046 (the "Chicago Sweet Mortgaged Property"); and (ii) that certain Assignment of Rents dated as of March 1, 2006 (as modified and amended from time to time, the "Chicago Sweet Assignment of Rents"), recorded in the office of the Cook County Recorder of Deeds on March 7, 2006 as Document Number 0606612102.
- C. As further security for the Chicago Sweet Loan, VERONICA GIANNOPOULOS, not personally, but as Trustee of the TOM GIANNOPOULOS TRUST dated January 15, 2010, as successor to the estate of Tom Giannopoulos, an individual (the "Trust") executed a Commercial Guaranty dated as of September 5, 2011 (the "Chicago Sweet Guaranty") in favor of Lender. The Chicago Sweet Note, Chicago Sweet Loan Agreement, Chicago Sweet Mortgage, Chicago Sweet Assignment of Rents, the Chicago Sweet Guaranty, the "Related Documents" (as defined in the Chicago Sweet Loan Agreement) and any other documents executed and in delivered in connection therewith, as heretofore or hereinafter amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Chicago Sweet Loan Documents".
- D. Lender has made a loan (the "Third Synthesis Revolving Loan") to Find Synthesis arising under and pursuant to that certain Business Loan Agreement dated as of September 5, 2011 (the "Third Synthesis Revolving Loan Agreement"), evidenced by that certain Promissory Note dated July 5, 2013 (as amended, restated or replaced from time to time, the "Third Synthesis Revolving Note"), made by Third Synthesis in favor of Lender in the original principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000), and secured by, among other things, that certain Commercial Security Agreement dated as of September 5, 2011 (the "Third Synthesis Revolving Security Agreement").
- E. As further security for the Third Synthesis Revolving Note: (i) Kailis executed a Commercial Guaranty dated as of September 5, 2011 (the "Third Synthesis Revolving Guaranty (Kailis)"), in favor of Lender and (ii) Trust executed a Commercial Guaranty dated as of September 5, 2011 (the "Third Synthesis Revolving Guaranty (Trust)"), in favor of Lender. The Third Synthesis Revolving Loan Agreement, Third Synthesis Revolving Note, Third Synthesis Revolving Security

Agreement, Third Synthesis Revolving Guaranty (Kailis), Third Synthesis Revolving Guaranty (Trust), the "Related Documents" (as defined in the Third Synthesis Revolving Loan Agreement) and any other documents executed and/or delivered in connection therewith, as heretofore or hereinafter amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Third Synthesis Revolving Loan Documents".

- F. Lender has made a loan (the "Third Synthesis Term Loan A") to Third Synthesis arising under and pursuant to that certain Business Loan Agreement dated as of December 1, 2001 (the "Third Synthesis Term Loan Agreement A), evidenced by that certain Promissory Note dated as of December 1, 2001 (as amended, restated or replaced from time to time, including but not limited to by that certain Letter Amendment dated as of October 12, 2011, the "Third Synthesis Term Note A"), made by Third Synthesis in favor of Lender in the original principal amount of One Million Two Hundred Fifty-Five Thousand and No/100 Dollars (\$1,255,000.00), as amended by that certain Letter Amendment dated as of October 12, 2011.
- G. The following documents secure the repayment of the Third Synthesis Term Note A: (i) that certain Mortgage, dated as of December 1, 2001 (the "Third Synthesis Term Mortgage A"), made by LaSalle Bank, National Association, not personally but as Successor Trustee to American National Bank, as Trustee L/T A 125561-06 dated December 10, 1999 ("Land Trust") in favor of Lender, recorded in the office of the Cook County Recorder of Deeds on January 29, 2002 as Document Number 0020114448, (incumbering the real property described in Exhibit A hereto which is commonly known as 5569-5577 No th Northwest Highway, Chicago, IL 60646, (the "Third Synthesis Mortgaged Property A"); (ii) that certain Assignment of Rents dated as of December 1, 2001 (the "Third Synthesis Term Assignment of Rents A"), made by Land Trust in favor of Lender, recorded in the office of the Cook County Recorder of Deeds on January 29, 2002 as Document Number 0020114449, encumbering the Third Synthesis Mortgaged Property A; and (iii) that certain Commercial Security Agreement dated as of December 1, 2001 by and between Third Synthesis and Lender ("Third Synthesis Term Security Agreement Agreement Agreement Agreement Agreement Agreement A").
- H. As further security for the Third Synthesis Term Note A: (i) Kailis executed a Commercial Guaranty dated as of December 1, 2001 (the "Third Synthesis Term Guaranty A (Kailis)") in favor of Lender and (ii) Leonidas Yannopoulos, an individual ("Yannopoulos"), executed a Commercial Guaranty dated as of December 1, 2001 (the "Third Synthesis Term Guaranty A (Yannopoulos)") in favor of Lender. The Third Synthesis Term Loan Agreement A, Third Synthesis Term Note A, Third Synthesis Term Mortgage A, Third Synthesis Term Assignment of Rents A, Third Synthesis Term Guaranty A (Kailis), Third Synthesis Term Guaranty A (Yannopoulos), the "Related Documents" (as defined in the Third Synthesis Term Loan Agreement A) and any other documents executed analysis connection therewith, as heretofore or hereinafter amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Third Synthesis Term Loan A Documents".
- Lender has made a loan (the "Third Synthesis Term Loan B") to Third Synthesis and Kailis arising under and pursuant to that certain Business Loan Agreement dated as of November 24, 2009 (the "Third Synthesis Term Loan Agreement B"), evidenced by that certain Promissory Note dated as of November 24, 2009 (as amended, restated or replaced from time to time, the "Third Synthesis Term Note B"), made by Third Synthesis, Kailis and Tom Giannopoulos in favor of Lender in the original principal amount of Three Hundred Fifty-Five Thousand Two Hundred Eighty and 06/100 Dollars (\$355,280.06)
- J. The following documents secure the repayment of the Third Synthesis Term Note B: (i) that certain Mortgage dated as of June 23, 2007 (the "Third Synthesis Term Mortgage B"), made

by Kailis and Tom Giannopoulos in favor of Lender, recorded in the office of the Cook County Recorder of Deeds on September 12, 2007 as Document Number 0725501072, encumbering the real property described in <a href="Exhibit A">Exhibit A</a> hereto which is commonly known as 5577-5579 North Northwest Highway, Chicago, IL 60630 (the "Third Synthesis Mortgaged Property B"), as amended by that certain Modification of Mortgage dated September 24, 2009 and recorded in the office of the Cook County Recorder of Deeds on December 8, 2009 as Document Number 0934257131; and (ii) that certain Assignment of Rents dated as of June 23, 2007 (the "Third Synthesis Term Assignment of Rents B"), made by Kailis and Tom Giannopoulos in favor of Lender, recorded in the office of the Cook County Recorder of Deeds on September 12, 2007 as Document Number 0725501073, encumbering the Third Synthesis Mortgaged Property B. The Third Synthesis Term Loan Agreement B, Third Synthesis Term Note B, Third Synthesis Term Mortgage B, Third Synthesis Term Assign ment of Rents B, the "Related Documents" (as defined in the Third Synthesis Term Loan Agreement B) and any other documents executed and/or delivered in connection therewith, as heretofore or hareinafter amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Third Synthesis Term Loan B Documents".

- K. On February 9, 2005: (i) Kailis executed a Commercial Guaranty dated as of February 9, 2005 guarar teeing all indebtedness of Third Synthesis to Lender (the "Blanket Third Synthesis Guaranty (Kailis)" and (ii) Yannapoulos executed a Commercial Guaranty dated as of February 9, 2005 guaranteeing all indebtedness of Third Synthesis to Lender (the "Blanket Third Synthesis Guaranty (Yannapoulos" and, together with the Blanket Third Synthesis Guaranty (Kailis), the Third Synthesis Revolving Loan L'ocuments, the Third Synthesis Term Loan A Documents and the Third Synthesis Term Loan B Documents, the "Existing Third Synthesis Loan Documents", and, together with the Chicago Sweet Loan Documents, the "Existing Loan Documents".
- L. The Existing Loan Documents have been previously modified by that certain Omnibus Amendment to Loan Documents entered into effective as of January 5, 2012 (the "Prior Omnibus Amendment") by and among the Existing Berrowers, Trust and Lender and recorded in the office of the Cook County Recorder of Deeds on April 11, 20.2 as Document Number 1210208288.
- M. Concurrently with the execution of this Modification, a ender is making a term loan to Chicago Sweet III in the principal amount of Four Hundred Twenty-Eight Thousand and 00/100 Dollars (\$428,000) (the "Chicago Sweet III Term Loan"), pursuant to that certain Business Loan Agreement of even date herewith (the "Chicago Sweet III Loan Agreement"), which shall be evidenced by that certain Promissory Note of even date herewith (as amerided, restated or replaced from time to time, the "Chicago Sweet III Note") made by Chicago Sweet III in layor of Lender in the principal amount of \$428,000. The Chicago Sweet III Term Loan shall be secured by among other things: (i) that certain Mortgage of even date herewith (the "Chicago Sweet III Mortgage") executed by Chicago Sweet III in favor of Lender and encumbering the real property described in Exhibit A hereto which is commonly known as 5578 North Northwest Highway, Chicago, IL 60830 (the "Chicago Sweet III Mortgaged Property") and (ii) that certain Assignment of Rents of even date herewith (the "Chicago Sweet III Assignment of Rents") executed by Chicago Sweet III in favor of Lender encumbering the Chicago Sweet III Mortgaged Property. The Chicago Sweet III Loan Agreement, Chicago Sweet III Note, Chicago Sweet III Mortgage, Chicago Sweet III Assignment of Rents, the "Related Documents" (as defined in the Chicago Sweet III Loan Agreement) and any other documents executed and/or delivered in connection therewith, including but not limited to the Chicago Sweet III Security Agreement (as hereinafter defined), as heretofore or hereinafter amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Chicago Sweet III Loan Documents".

- N. As further security for the Chicago Sweet III Note, concurrently with the execution of this Modification, Kailis is executing a Commercial Guaranty of even date herewith in favor of Lender with respect to the Chicago Sweet III Note (the "Chicago Sweet Guaranty").
- Concurrently with the execution of this Modification, Lender is making a term loan to Third Synthesis and Chicago Savings in the principal amount of Thirty Thousand and 00/100 Dollars (\$30,000) (the "Third Synthesis Term Loan C"), pursuant to that certain Business Loan Agreement of even date herewith (the "Third Synthesis Term Loan Agreement C", and together with the Third Synthesis Revolving Loan Agreement, the Chicago Sweet Loan Agreement, the Third Synthesis Term Loan Agreement B and the Chicago Sweet III Loan Agreement, the "Loan Agreements"). which shall be evidenced by that certain Promissory Note of even date herewith (as amended, restated of replaced from time to time, the "Third Synthesis Term Note C", and together with the Third Synthesis Revolving Note, the Third Synthesis Term Note A and the Third Synthesis Term Note B, the "Chird Synthesis Notes") made by Third Synthesis and Chicago Savings in favor of Lender in the principal amount of \$30,000. The Third Synthesis Term Loan C shall be secured by, among other things that certain Commercial Security Agreement of even date herewith (the "Third Synthesis Term Security Agreement C") executed by Third Synthesis and Chicago Savings in favor of Lender. The Third Symnesis Term Loan Agreement C, Third Synthesis Term Note C, Third Synthesis Term Security Agree nent C, the "Related Documents" (as defined in the Third Synthesis Term Loan Agreement C and any other documents executed and/or delivered in connection therewith, as heretofore or hereii after amended, replaced, renewed, extended or restated, are hereinafter referred to, collectively, as the "Third Synthesis Term Loan C Documents", and together with the Existing Third Synthesis Loan L'ocuments and the Third Synthesis Term Loan C Guaranty (as defined below) are the "Third Synthesis Loan Documents". The Third Synthesis Documents, together with the Chicago Sweet Loan Documents, the Chicago Sweet III Loan Documents and the Chicago Sweet Guaranty are hereinafter referred to as the "Loan Documents".
- P. As further security for the Third Synthesis Term Note C, concurrently with the execution of this Modification, Kailis is executing a Commercial Guaranty of even date herewith in favor of Lender with respect to the Third Synthesis Term Note C (the "Third Synthesis Term Loan C Guaranty").
- Q. Pursuant to the Prior Omnibus Amendment, Chicago Sveet: (i) assumed all of Land Trust's obligations under the Third Synthesis Term Mortgage A and Third Synthesis Term Assignment of Rents A and (ii) joined in and agreed to be jointly and severally liable as a coborrower and co-obligor under the Third Synthesis Term Loan A Documents.
- R. Pursuant to the Prior Omnibus Amendment: (i) the Chicago Sweet Loan Documents, (ii) the Third Synthesis Revolving Loan Documents, (iii) the Third Synthesis Term Loan B Documents were all cross-collaterarized and cross-defaulted. It is the present intention of the parties that: (a) all of the Chicago Sweet Loan Documents, all of the Third Synthesis Loan Documents (with the exception of the Third Synthesis Term Loan A Documents) and all of the Chicago Sweet III Loan Documents are cross-collateralized and (b) all of the Chicago Sweet Loan Documents, all of the Third Synthesis Loan Documents and all of the Chicago Sweet III Loan Documents are cross-defaulted.
- S. Pursuant to the Prior Omnibus Amendment, Lender agreed to forbear from exercising its legal remedies with respect to certain unauthorized liens upon the Third Synthesis Mortgaged Property A.

- T. Borrowers and Lender have agreed to modify the Chicago Sweet Loan Documents to, among other things, (i) add Third Synthesis and Chicago Savings as co-borrowers and co-obligors under the Chicago Sweet Loan Documents, (ii) modify the interest rate of the Chicago Sweet Loan, (iii) cross-collateralize all of the Chicago Sweet Loan Documents, all of the Third Synthesis Term Loan A Documents) and all of the Chicago Sweet III Loan Documents, (iv) cross-default all of the Chicago Sweet Loan Documents, all of the Third Synthesis Loan Documents and all of the Chicago Sweet III Loan Documents, (v) increase the maximum indebtedness secured by the Chicago Sweet Mortgage (vi) release Trust from its obligations under the Chicago Sweet Guaranty, and (vii) modify the Chicago Sweet Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.
- Ecrrowers and Lender have agreed to modify the Third Synthesis Loan Documents to, among other things, (i) provide for the amendment and restatement of the Third Synthesis Revolving Note and The Third Synthesis Revolving Loan Agreement to evidence an increase in the maximum amount of the Third Synthesis Revolving Loan from \$400,000 to \$500,000, the extension of the maturity date of the Third Synthesis Revolving Loan to August 5, 2014, and the amendment of the interest rate of the Third Synthesis Revolving Loan, (ii) amend the interest rate of the Third Synthesis Term Loan A and the Third Synthesis Term Loan B, (iii) cross-collateralize all of the Chicago Sweet Loan Documents, all cf the Chicago Sweet III Loan Documents and all of the Third Synthesis Loan Documents (with the exception of the Third Synthesis Term Loan A Documents), (iv) cross-default all of the Chicago Swert loan Documents, all of the Chicago Sweet III Loan Documents and all of the Third Synthesis Local Documents, (v) increase the maximum indebtedness secured by the Third Synthesis Term Mortgage B, (vi) add Chicago Savings as a co-borrower and co-obligor under the Third Synthesis Revolving Loan Documents, the Third Synthesis Term Loan A Documents and the Third Synthesis Term Loan P Documents, (vii) release the Trust as a coborrower and co-obligor under the Third Synthesis Terral coan B Documents and as guarantor under the Third Synthesis Revolving Guaranty (Trust), (viii) provide for Lender's continued forbearance from exercise of its legal remedies in consequence of certain Events of Default arising from certain liens on the Third Synthesis Mortgaged Property A, and to provide for Lender's forbearance with respect to new unauthorized liens on the Third Synthesis Mortgaged Property A, and (ix) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.
- V. Borrowers and Lender have agreed to modify the Chicago Sweet (I Lc an Documents to, among other things, (i) cross-collateralize all of the Chicago Sweet Loan Documents, all of the Chicago Sweet III Loan Documents and all of the Third Synthesis Loan Documents (with the exception of the Third Synthesis Term Loan A Documents), (ii) cross-default all of the Chicago Sweet Loan Documents, all of the Chicago Sweet III Loan Documents and all of the Third Synthesis Loan Documents, (iii) increase the maximum indebtedness secured by the Chicago Sweet III Mortgage and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrowers and Lender hereby agree as follows:

#### 1. AGREEMENTS.

- 1.1 <u>RECITALS</u>. The foregoing Recitals are hereby made a part of this Modification.
- 1.2 <u>DEFINITIONS</u>. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Documents.
- 2. JOINDER OF THIRD SYNTHESIS IN CHICAGO SWEET LOAN DOCUMENTS. Third Synthesis joins in and agrees to be bound and liable as a co-borrower and co-obligor under the Chicago Sweet Loan Documents. By virtue of the joinder set forth above, Third Synthesis shall be and become directly and fully responsible for the performance of all such obligations to the extent as if Third Synthesis had originally executed the Chicago Sweet Loan Documents as a Borrower thereunder. By executing this Modification, Third Synthesis hereby affirms and reaffirms and makes each of the agreements, obligations, representations, warranties and covenants contained in each of the Chicago Sweet Loan Documents as of the date hereof. Third Synthesis represents and warrants to Lender that (i) it is an affiliate of Chicago Sweet, and (ii) it will derive direct and substantial benefit from the continued extension of the Chicago Sweet Loan.
- AND EXISTING THIRD SYNTHE IS LOAN DOCUMENTS. Chicago Savings joins in and agrees to be bound and liable as a co-borrower and co-obligor under the Chicago Sweet Loan Documents and the Existing Third Synthesis Loan Loc Iments. By virtue of the joinder set forth above, Chicago Savings shall be and become directly and fully responsible for the performance of all such obligations to the extent as if Chicago Savings and originally executed the Chicago Sweet Loan Documents and the Existing Third Synthesis Loan Documents as a Borrower thereunder. By executing this Modification, Chicago Savings hereby affirms and reaffirms and makes each of the agreements, obligations, representations, warranties and covenants contained in each of the Chicago Sweet Loan Documents and the Existing Third Synthesis Loan Documents as of the date hereof. Chicago Savings represents and warrants to Leader that (i) it is an affiliate of Third Synthesis and Chicago Sweet, and (ii) it will derive direct and substantial benefit from the continued extension of the Chicago Sweet Loan, the Third Synthesis Revolving Loan, the Third Synthesis Term Loan A and the Third Synthesis Term Loan B.

#### 4. AMENDMENTS TO CHICAGO SWEET NOTE.

- 4.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Chicago Sweet Note is hereby amended to include Chicago Sweet, Third Synthesis and Chicago Savings, jointly and severally. All references in the Chicago Sweet Note to the "Borrower" shall mean (i) Chicago Sweet, (ii) Third Synthesis and (iii) Chicago Savings, and the words and figures "Chicago Sweet Connection Group LLC" as they refer to the "Borrower" under the Chicago Sweet Note are replaced with the words and figures "Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc., jointly and severally".
- 4.2 <u>Interest Rate of Chicago Sweet Note</u>. The Chicago Sweet Loan shall hereinafter accrue interest at a fixed rate of five percent (5%) per annum. The figure "6.000%" as it refers to the interest rate of the Chicago Sweet Note is hereby replaced with the figure "5.000%"

#### 5. AMENDMENT TO CHICAGO SWEET LOAN AGREEMENT.

5.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Chicago Sweet Loan Agreement is hereby amended to include Chicago Sweet, Third Synthesis and Chicago

Savings, jointly and severally. All references in the Chicago Sweet Loan Agreement to the "Borrower" shall mean (i) Chicago Sweet, (ii) Third Synthesis and (iii) Chicago Savings, and the words and figures "Chicago Sweet Connection Group LLC" as they refer to the "Borrower" under the Chicago Sweet Loan Agreement are replaced with the words and figures "Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc., jointly and severally".

### 6. AMENDMENTS TO CHICAGO SWEET MORTGAGE.

- 6.1 Definition of "Borrower". The definition of "Borrower" under the Chicago Sweet Mortgage is hereby amended to include Chicago Sweet, Third Synthesis and Chicago Savings, jointly and severally. All references in the Chicago Sweet Mortgage to the "Borrower" shall mean (i) Chicago Sweet, (ii) Third Synthesis and (iii) Chicago Savings, and the words and figures "Chicago Sweet Connection Group LLC" as they refer to the "Borrower" under the Chicago Sweet Mortgage are replaced with the words and figures "Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc., jointly and severally".
- 6.2 <u>De inition of "Note"</u>. The definition of "Note" in the Chicago Sweet Mortgage is hereby amended in its enti et *i* and restated as follows:
  - Note. The word "Note" means (i) a Promissory Note dated September 5, 2511 in the original principal amount of \$901,680.84, from Borrower to Lender, (ii) a Promissory Note dated October 5, 2013 in the original personal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc., to Lender, (iii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (v) a Promissory Note dated incvember 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Cender, collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for any such promissory notes.
- 6.3 Increase of Maximum Lien. The section of the Chicago Sweet Mortgage titled "Maximum Lien" is hereby amended in its entirety and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebteuness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5,000,000.00.

#### 7. AMENDMENTS TO CHICAGO SWEET ASSIGNMENT OF RENTS.

7.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Chicago Sweet Assignment of Rents is hereby amended to include Chicago Sweet, Third Synthesis and Chicago Savings, jointly and severally. All references in the Chicago Sweet Assignment of Rents to the "Borrower" shall mean (i) Chicago Sweet, (ii) Third Synthesis and (iii) Chicago Savings, and the words and figures "Chicago Sweet Connection Group LLC" as they refer to the "Borrower" under the

Chicago Sweet Assignment of Rents are replaced with the words and figures "Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc., jointly and severally".

7.2 <u>Definition of "Note"</u>. The definition of "Note" in the Chicago Sweet Assignment of Rents is hereby amended in its entirety and restated as follows:

The word "Note" means (i) a Promissory Note dated Note. September 5, 2011 in the original principal amount of \$901,680.84, from Borrower to Lender, (ii) a Promissory Note dated October 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc., to Lender, (iii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal ranount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (vi) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively. together vith all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for any such promissory notes.

AND THIRD SYNTHESIS REVOLVING LOAN ACREEMENT. Contemporaneously herewith, in order to evidence the modifications to the Third Synthesis Loan Documents referenced above, Third Synthesis and Chicago Savings agree to execute and Joliver to Lender (each in a form acceptable to Lender): (i) that certain Promissory Note effective as of Cotober 5, 2013 in the principal amount of \$500,000.00 (the "Replacement Note"), with a maturity date of August 5, 2014 and (ii) that certain Business Loan Agreement (Asset Based) effective as of October 5 2012 (the "Replacement Loan Agreement"). The Replacement Note and Replacement Loan Agreement are being executed in amendment, renewal, replacement and substitution of the Third Synthesis Revolving Note (but not in payment thereof) and the Third Synthesis Revolving Loan Agreement. All amounts outstanding under the Third Synthesis Revolving Note as of the date hereof shall be deemed to be automatically outstanding under the Replacement Note.

### 9. AMENDMENTS TO THIRD SYNTHESIS REVOLVING SECURITY ACREEMENT.

- 9.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Revolving Security Agreement is hereby amended to include Third Synthesis and Chicago Savings, jointly and severally. All references in the Third Synthesis Revolving Security Agreement to the "Borrower" shall mean (i) Third Synthesis and (ii) Chicago Savings, and the words and figures "The Third Synthesis, Inc." as they refer to the "Borrower" under the Third Synthesis Revolving Security Agreement are replaced with the words and figures "The Third Synthesis, Inc. and Chicago Savings Connection, Inc., jointly and severally".
- 9.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Revolving Security Agreement is hereby amended in its entirety and restated as follows:

Note. The word "Note" means (i) Promissory Note dated October 5,

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2013 in the original principal amount of \$500,000.00 from Borrower to Lender, (ii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from Borrower and Athanasios Kailis to Lender, (iii) Promissory Note dated September 5, 2011 in the original principal amount of \$901,680.84, from Borrower and Chicago Sweet Connection Group LLC to Lender (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

### 10. AMENDMENTS TO THIRD SYNTHESIS TERM NOTE A.

- 10.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Note A is hereby amended to include Third Synthesis, Chicago Sweet and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Note A to the "Borrower" shall mean (i) Third Synthesis, (ii) Chicago Sweet and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc. and Chicago Sweet Connection Group LLC, jointly and severally" as they refer to the "Borrower" under the Third Synthesis Term Note A are replaced with the words and figures "The Third Synthesis, Inc., Chicago Sweet Connection Group LLC and Chicago Savings Connection, Inc., jointly and severally".
- 10.2 Interest Rate of Third Synthesis Term Note A. The Third Synthesis Term Note A shall hereinafter accrue interest at a fixed rate of five percent (5%) per annum. All figures as they current appear The Third Synthesis Term Note A (or as they have been subsequently amended) as they refer to the interest rate of the Third Synthesis Term Note A are hereby replaced with the figure "5.000%".

### 11. AMENDMENTS TO THIRD SYNTHESIS TERM LOAN AGREEMENT A.

- 11.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Loan Agreement A is hereby amended to include Third Synthesis, Chicago Sweet and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Loan Agreement A to the "Borrower" shall mean (i) Third Synthesis, (ii) Chicago Sweet and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc. and Chicago Sweet Connection Group LLC, jointly and severally" as they refer to the "Borrower" under the Third Synthesis Term Loan Agreement A are replaced with the words and figures "The Third Synthesis, Inc., Chicago Sweet Connection Group LLC and Chicago Savings Connection, Inc., jointly and severally".
- 11.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Loan Agreement A is hereby amended in its entirety and restated as follows:

**Note.** The word "Note" means the Promissory Note made by Borrower in favor of Lender in the principal amount of \$1,255,000.00 dated December 1, 2001, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

### 12. AMENDMENTS TO THIRD SYNTHESIS TERM MORTGAGE A.

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- 12.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Mortgage A is hereby amended to include Third Synthesis, Chicago Sweet and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Mortgage A to the "Borrower" shall mean (i) Third Synthesis, (ii) Chicago Sweet and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc. and Chicago Sweet Connection Group LLC, jointly and severally" as they refer to the "Borrower" under the Third Synthesis Term Mortgage A are replaced with the words and figures "The Third Synthesis, Inc., Chicago Sweet Connection Group LLC and Chicago Savings Connection, Inc., jointly and severally".
- 12.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Mortgage A is hereby amended in its entirety and restated as follows:

**Note.** The word "Note" means the Promissory Note made by Borrower in favor of Lender in the principal amount of \$1,255,000.00 dated December 1, 2001, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

### 13. AMENDMEN (S TO THIRD SYNTHESIS TERM ASSIGNMENT OF RENTS A.

- 13.1 <u>Definition of "Eorrower"</u>. The definition of "Borrower" under the Third Synthesis Term Assignment of Rents A is hereby amended to include Third Synthesis, Chicago Sweet and Chicago Savings, jointly and Severally. All references in the Third Synthesis Term Assignment of Rents A to the "Borrower" shail mean (i) Third Synthesis, (ii) Chicago Sweet and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc. and Chicago Sweet Connection Group LLC, jointly and severally as they refer to the "Borrower" under the Third Synthesis Term Assignment of Rents A are replaced with the words and figures "The Third Synthesis, Inc., Chicago Sweet Connection Group LLC and Chicago Savings Connection, Inc., jointly and severally".
- 13.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Assignment of Rents A is hereby amended in its entirety and rectated as follows:

**Note.** The word "Note" means the Promissor. Note made by Borrower in favor of Lender in the principal amount of \$1,255,000.00 dated December 1, 2001, together with all renewals of extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

### 14. AMENDMENTS TO THIRD SYNTHESIS TERM SECURITY AGREEMENT A.

14.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Security Agreement A is hereby amended to include Third Synthesis, Chicago Sweet and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Security Agreement A to the "Borrower" shall mean (i) Third Synthesis, (ii) Chicago Sweet and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc. and Chicago Sweet Connection Group LLC, jointly and severally" as they refer to the "Borrower" under the Third Synthesis Term Security Agreement A are replaced with the words and figures "The Third Synthesis, Inc., Chicago Sweet Connection Group LLC and Chicago Savings Connection, Inc., jointly and severally".

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14.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Security Agreement A is hereby amended in its entirety and restated as follows:

**Note.** The word "Note" means the Promissory Note made by Borrower in favor of Lender in the principal amount of \$1,255,000.00 dated December 1, 2001, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

### 15. AMENDMENTS TO THIRD SYNTHESIS TERM NOTE B.

- 15.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Note B is hereby amended to include Third Synthesis, Kailis and Chicago Savings, jointly and se recally. All references in the Third Synthesis Term Note B to the "Borrower" shall mean (i) Third Synthesis (ii) Kailis and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc." and 'Athanasios Kailis" as they refer to the "Borrower" under the Third Synthesis Term Note B are replaced with the words and figures "The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc., jointly and severally".
- 15.2 Interest Rate of Third Synthesis Term Note B. The Third Synthesis Term Note B shall hereinafter accrue ir terest at a fixed rate of five percent (5%) per annum. The figure "6.000%" as it refers to the interest rate of the Third Synthesis Term Note B is hereby replaced with the figure "5.000%".

### 16. AMENDMENTS TO THIRD SYNTHESIS TERM LOAN AGREEMENT B.

- 16.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Loan Agreement B is hereby amanued to include Third Synthesis, Kailis and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Loan Agreement B to the "Borrower" shall mean (i) Third Synthesis, (ii) Kailis and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc." and "Athanasios Kailis" as they refer to the "Borrower" under the Third Synthesis Term Loan Agreement B are replaced with the words and figures "The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc., jointly and severally".
- 16.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Loan Agreement B is hereby amended in its entirety and restated as follows:

**Note.** The word "Note" means (i) a Promissory Note dated Carober 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from Borrower to Lender, (iii) Promissory Note dated September 5, 2011 in the original principal amount of \$901,680.84 from Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively, together with all renewals of, extensions of,

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modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

#### 17. AMENDMENTS TO THIRD SYNTHESIS TERM MORTGAGE B.

- 17.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Mortgage B is hereby amended to include Third Synthesis, Kailis and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Mortgage B to the "Borrower" shall mean (i) Third Synthesis, (ii) Kailis and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc." and "Athanasios Kailis" as they refer to the "Borrower" under the Third Synthesis Term Mortgage B are replaced with the words and figures "The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc., jointly and severally".
- 17.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Mortgage B is hereby amended in its entirety and restated as follows:

Mote. The word "Note" means (i) a Promissory Note dated October 5,2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promissory Note dated November 24, 2009 in the original pri icipal amount of \$355,280.06 from Borrower to Lender, (iii) Promissor Note dated September 5, 2011 in the original principal amount of \$90 i, Fot. 84 from Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

17.3 <u>Increase of Maximum Lien</u>. The section of the Third Synthesis Term Mortgage B titled "Maximum Lien" is hereby amended in its entirety and restated as follows:

MAXIMUM LIEN. At no time shall the principal amour cof indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5,000,000.00.

#### 18. <u>AMENDMENTS TO THIRD SYNTHESIS TERM ASSIGNMENT OF RENUS B.</u>

- 18.1 <u>Definition of "Borrower"</u>. The definition of "Borrower" under the Third Synthesis Term Assignment of Rents B is hereby amended to include Third Synthesis, Kailis and Chicago Savings, jointly and severally. All references in the Third Synthesis Term Assignment of Rents B to the "Borrower" shall mean (i) Third Synthesis, (ii) Kailis and (iii) Chicago Savings, and the words and figures "The Third Synthesis, Inc." and "Athanasios Kailis" as they refer to the "Borrower" under the Third Synthesis Term Mortgage B are replaced with the words and figures "The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc., jointly and severally".
- 18.2 <u>Definition of "Note"</u>. The definition of "Note" in the Third Synthesis Term Assignment of Rents B is hereby amended in its entirety and restated as follows:

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Note. The word "Note" means (i) a Promissory Note dated October 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from Borrower to Lender, (iii) Promissory Note dated September 5, 2011 in the original principal amount of \$901,680.84 from Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Chicago Sweet Connection Group III, LLC to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

19. AMENDMENT TO CHICAGO SWEET III LOAN AGREEMENT. The definition of "Note" in the Third Synthesis Term Loan Agreement B is hereby amended in its entirety and restated as follows:

**Note**. The wo d 'Note" means (i) a Promissory Note dated October 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc. to Lender, (iii) Promissory Note Letted September 5, 2011 in the original principal amount of \$901,680.84 fc.in Chicago Sweet Connection Group LLC, The Third Synthesis Inc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promisson, Note dated November 22, 2013 in the original principal amount of \$428,000 from Borrower to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The 7hr.d Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

#### 20. AMENDMENTS TO CHICAGO SWEET III MORTGAGE.

20.1 <u>Definition of "Note"</u>. The definition of "Note" in the Chicago Sweet III Mortgage is hereby amended in its entirety and restated as follows:

**Note.** The word "Note" means (i) a Promissory Note dated October 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promissory Note dated November 24, 2009 in the original principal amount of \$355,280.06 from The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc. to Lender, (iii) Promissory Note dated September 5, 2011 in the original

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principal amount of \$901,680.84 from Chicago Sweet Connection Group LLC, The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$428,000 from Borrower to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes and agreements.

20.2 <u>Increase of Maximum Lien</u>. The section of the Chicago Sweet III Mortgage titled "Maximum Lien" is hereby amended in its entirety and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5 000,000.00.

21. AMENDMENT C CHICAGO SWEET III ASSIGNMENT OF RENTS. The definition of "Note" in the Chicago Sweet III Assignment of Rents is hereby amended in its entirety and restated as follows:

Note. The word Note" means (i) a Promissory Note dated October 5, 2013 in the original principal amount of \$500,000.00 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, (ii) a Promisson, Note dated November 24, 2009 in the original principal amount of \$335,280.06 from The Third Synthesis, Inc., Athanasios Kailis and Chicago Savings Connection, Inc. to Lender, (iii) Promissory Note date 2 September 5, 2011 in the original principal amount of \$901,680.84 trc ... Chicago Sweet Connection Group LLC, The Third Synthesis, Irc. and Chicago Savings Connection, Inc. to Lender, (iv) a Promissory Note dated November 22, 2013 in the original principal amount of \$423,000 from Borrower to Lender and (v) a Promissory Note dated November 22, 2013 in the original principal amount of \$30,000 from The Third Synthesis, Inc. and Chicago Savings Connection, Inc. to Lender, collectively, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions to: such promissory notes and agreements.

22. **RELEASE OF TRUST**. Lender agrees that, as of the date of this Modification, Trust shall have no further liability under the Third Synthesis Term Loan B Documents, and that, from the date of this Modification, the terms "Borrower" or "Borrowers" as they are used throughout the Third Synthesis Term Loan B Documents shall refer solely to Third Synthesis and Chicago Savings, it being understood and agreed that the foregoing release shall in no way prejudice or otherwise affect either of Third Synthesis and Chicago Savings' continuing obligations as co-borrowers and co-obligors under the Third Synthesis Term Loan B Documents. Lender further agrees that Trust shall have no further liability as a guarantor under the Chicago Sweet Guaranty and the Third Synthesis Revolving Guaranty (Trust) and hereby releases Trust from each such instrument.

23. **RELEASE OF YANNOPOULOS**. Lender agrees that Yannopoulos shall have no further liability as a guarantor under the Third Synthesis Term Guaranty A (Yannopoulos) and the Blanket Third Synthesis Guaranty (Yannapoulos) and hereby releases Yannopoulos from each such instrument.

### 24. CROSS-COLLATERALIZATION; CROSS-DEFAULT.

- Cross-Collateralization. Except as otherwise provided in the final sentence of 24.1 this Section 22.1, each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings acknowledges and agrees (i) that the term "Obligations", "Liabilities" and "Indebtedness" (however such terms may be defined in any of the Chicago Sweet Loan Documents, in any of the Chicago Sweet III 2021 Documents or in the Third Synthesis Loan Documents) shall mean, and include, any and all indebtedness and obligations of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings to Lender under any and all of the Loan Documents to which it is a party, including, but not limited to the indebtedness evidenced by the Chicago Sweet Note, the Chicago Sweet III Note, the Third Synthesis Notes and the other Loan Documents, (ii) the "Collateral" (however such term may be defined in the Loan Documents) and any other collateral pledged pursuant to the Loan Documents shall secure all of the liabilities and indebtedness of Chicago Sweet, Chicago Sweet III, Third Synthesis and/or Chicago Savings to Lender, including, but not limited to, the indebtedness evidenced by the Loan Documents, and (iii) Lender shall have no obligation to release any lien on any of the Collateral or any other colluteral unless and until all of the Obligations, Liabilities and Indebtedness are paid in full. Notwir standing anything to the contrary in the foregoing, all parties hereto agree that no collateral that secures the indebtedness evidenced by or arising under the Third Synthesis Term Loan A Documents Shall secure any indebtedness evidenced by or arising under any of the other Third Synthesis Loan Documents, the Chicago Sweet III Loan Documents or the Chicago Sweet Loan Documents, and that no collateral that secures the indebtedness evidenced by or arising under the Third Synthesis Loan Documents (except for the Third Synthesis Term Loan A Documents) the Chicago Sweet Loan Documents or the Chicago Sweet III Loan Documents shall secure any indebtedness evidenced by courising under the Third Synthesis Term Loan A Documents.
- 24.2 <u>Cross-Default.</u> Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings hereby agrees that: (i) a "Default" or an "Event of Default" under and as defined in any of the Third Synthesis Loan Documents shall constitute a "Default" or an "Event of Default" under the Chicago Sweet Loan Documents and the Chicago Sweet III Loan Documents, (ii) a "Default" or an "Event of Default" under and as defined in any of Chicago Sweet Loan Documents shall constitute a "Default" or an "Event of Default" under all of the Chicago Sweet III Loan Documents and the Third Synthesis Loan Documents and (iii) a "Default" or an "Event of Default" under and as defined in any of Chicago Sweet III Loan Documents shall constitute a "Default" or an "Event of Default" under all of the Chicago Sweet Loan Documents and the Third Syn nesis Loan Documents.
- 25. **EXECUTION OF SECURITY AGREEMENTS**. Concurrently with the execution of this Modification: (i) Chicago Savings will execute that certain Security Agreement of even date herewith (the "Chicago Savings Security Agreement") and (ii) Chicago Sweet III will execute that certain Security Agreement of even date herewith (the "Chicago Sweet III Security Agreement")
- 26. <u>LENDER'S FORBEARANCE OF REMEDIES</u>. Borrowers and Lender acknowledge that, as a result of several unauthorized liens upon the Third Synthesis Mortgaged Property A that are listed within Item 1 of Schedule B of the ALTA Loan Policy No. 1409-008878646-NSC, issued by Chicago Title Insurance Company with an effective date of February 7, 2012 (the "Previous Unauthorized Third Synthesis Liens"), several Events of Default under the Third Synthesis Term

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Mortgage A have occurred and are continuing (the "Previous Third Synthesis Lien Defaults"). Pursuant to the Prior Omnibus Modification, Lender agreed to forbear from exercising its legal remedies under the Loan Documents with respect to the Previous Third Synthesis Lien Defaults. Borrowers acknowledge that, which several of the Previous Unauthorized Third Synthesis Liens have subsequently been released, several of the Previous Unauthorized Third Synthesis Liens continue to encumber the Third Synthesis Mortgaged Property A.

Borrowers and Lender further acknowledge that, as a result of the recording of several additional unauthorized liens against the Third Synthesis Mortgaged Property A, as listed within Item 1 of Schedule B of the ALTA Loan Policy No. 1409-008878646-NSC, issued by Chicago Title Insurance Company with an effective date of October 14, 2013 (the "New Unauthorized Third Synthesis Liens", and together with the Previous Unauthorized Third Synthesis Liens, the "Unauthorized Third Synthesis Liens"), several additional Events of Default under the Third Synthesis Term Vortgage A have occurred and are continuing (the "New Third Synthesis Lien Defaults", and together with the "Previous Third Synthesis Lien Defaults", the "Third Synthesis Lien Defaults").

Lender hereby agrees to continue to forebear from exercising its legal remedies under the Loan Documents with respect to the Previous Third Synthesis Lien Defaults[, and to forebear from exercising its legal remedies under the Loan Documents with respect to the New Third Synthesis Lien Defaults], until the earlier of the Occurrence of the following events: (a) an Event of Default (other than the Third Synthesis Lien Defaults) under any of the Loan Documents, or (b) any of the lienholders of the Unauthorized Third Synthesis Liente. This forbearance shall be narrowly construed and shall neither extend to any other violations under, or default of, the Loan Documents, including but not limited to the attachment of any additional unauthorized liens upon the Third Synthesis Mortgaged Property A, nor shall this forbearance preindice any rights or remedies which Lender may have or be entitled to with respect to such future violations or defaults.

27. **COMMITMENT FEE.** It is a condition precedent to the effectiveness of this Agreement that Third Synthesis shall pay a commitment fee of \$2, i-10.00 in respect of the Chicago Sweet III Term Loan.

### 28. REPRESENTATIONS AND WARRANTIES.

28.1 Organization. Each of Chicago Sweet and Chicago Sweet III is a limited liability company, and each of Third Synthesis and Chicago Savings is a corporation, each duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate corporate power to carry on and conduct its business as presently conducted. Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings is duly icensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Articles of Organization and Operating Agreement of each of Chicago Sweet and Chicago Sweet III and the Articles of Incorporation and Bylaws of each of Third Synthesis and Chicago Savings have not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. Chicago Sweet's state issued organizational identification number is 01749439, Chicago Sweet III's state issued organizational identification number is 04577272, Third Synthesis's state issued organizational number is 59848372 and Chicago Savings's state issued organizational number is 62377038. The exact legal names of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings are as set forth in the preamble of this Modification and neither Chicago Sweet, nor Chicago Sweet III, nor Third Synthesis nor Chicago Savings currently conducts, nor have any of them during the last five (5) years conducted, business under any other name or trade name. Neither Chicago Sweet, nor Chicago Sweet III, nor Third

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Synthesis nor Chicago Savings will change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

- 28.2 <u>Authorization</u>. Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings is duly authorized to execute and deliver this Modification and is and will continue to be duly authorized to borrow monies under the Loan Documents to which it is party, as amended hereby, and to perform its respective obligations under the Loan Documents, as amended hereby.
- 28.3 No Conflicts. The execution and delivery of this Modification and the performance by Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings of their respective obligations under the Loan Documents, as amended hereby, do not and will not conflict with any provision of law or of the Articles of Organization or Operating Agreement of either of Chicago Sweet or Chicago Sweet III or the Articles of Incorporation or Bylaws of either of Third Synthesis or Chicago Savings, or of any agreement binding upon any of them.
- 28.4 <u>Validity and Binding Effect</u>. The Loan Documents, as amended hereby, are legal, valid and binding obligations of each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings, enforceable against each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings in accordance with their terms, except as enforceability may be limited by bankruptcy, insolven by cr other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.
- 28.5 Compliance with Loan Documents. The representations and warranties set forth in the Loan Documents, as amended hereby are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, except for the Third Synthesis Lien Defaults, each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings has complied with an incompliance with all of the covenants set forth in the Loan Documents, as amended hereby
- 28.6 <u>No Event of Default.</u> As of the date hereof, and after giving effect to this Modification, except for the Third Synthesis Lien Defaults, no Event of Default under the Documents, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.
- 28.7 <u>No Subordinated Debt Default</u>. As of the date hereof, no derault under any of the documents evidencing or securing any subordinated debt, or event or condition which, with the giving of notice or the passage of time, or both, would constitute a default under any of the documents evidencing or securing any subordinated debt, has occurred or is continuing.
- 28.8 Release and Waiver. Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings does hereby release Lender and its officers, directors, employees, agents, attorneys, personal representatives, successors, predecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the administration of the Loan Documents, all indebtedness, obligations and liabilities of Chicago Sweet, Chicago Sweet

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III, Third Synthesis or Chicago Savings to Lender and any agreements, documents and instruments relating to the Loan Documents (collectively, the "Claims"), which Chicago Sweet, Chicago Sweet III, Third Synthesis or Chicago Savings now has against Lender or ever had, or which might be asserted by its or his heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of this Modification. Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings expressly acknowledges and agrees that it has been advised by counsel in connection with this Modification and that it or he each understands that this paragraph constitutes a general release of Lender and that it intends to be fully and legally bound by the same. Each of Chicago Sweet, Chicago Sweet III, Third Synthesis and Chicago Savings further expressly acknowledges and agrees that this general release shall have full force and effect notwithstanding the occurrence of a default pursuant to this Modification.

- 29. CNIBUS AMENDMENT. Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Modification without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, each of Chicago Sweet, Chicago Sweet III, Third Synthesis, Chicago Savings and Lender acknowledge that the term "Loan Documents" and/or "Related Documents" shall mean all of the Loan Documents as modified by this Modification (and any notes, amendments and agreements delivered in connection herewith). Additionally, as used in the other Loan Documents, the term "Loan Documents" and/or "Related Documents" shall now be deemed to include this Modification and any other notes, documents, instruments or agreements executed in connection herewith.
- 30. **CONDITIONS PRECEDEN?** This Modification shall become effective as of the date above first written after receipt by Lender of the rollowing:
  - 30.1 Agreement. This Modification executed by Borrowers and Lender.
- 30.2 Replacement Note; Replacement Lorn Agreement. The Replacement Note and Replacement Loan Agreement executed by Third Synthesis and Chicago Savings.
- 30.3 <u>Chicago Sweet III Term Loan Documents.</u> The Chicago Sweet III Term Loan Documents executed by Chicago Sweet III.
- 30.4 <u>Third Synthesis Term Loan C Documents</u>. The Third Synthesis Term Loan C Documents executed by Third Synthesis and Chicago Savings.
- 30.5 <u>Security Agreements</u>. The Chicago Savings Security Agreement executed by Chicago Savings and the Chicago Sweet III Security Agreement executed by Chicago Sweet III.
- 30.6 Resolutions. A certified copy of resolutions of the Manager of Chica(ic Sweet, and Chicago Sweet III and the Directors of Third Synthesis and Chicago Savings authorizing the execution, delivery and performance of this Modification and the related loan documents.
- 30.7 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request or have listed on the Closing Checklist of even date herewith.
- 30.8 <u>Payment of Commitment Fee</u>. Payment in full of the Commitment Fee provided for in Section 27 of this Modification.

#### 31. GENERAL.

- 31.1 Governing Law; Severability. This Modification shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Documents and this Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Documents and this Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Modification.
- 31.2 <u>Successors and Assigns</u>. This Modification shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Borrowers and Lender and the successors and assigns of Lender.
- Continuing Force and Effect of Loan Documents. Except as specifically modified or amended by the terms of this Modification, all other terms and provisions of the Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. Borrowers, by execution of this Modification, hereby reaffirm, assume and bind themselves to all of the obligations, duties rights, covenants, terms and conditions that are contained in the Loan Documents.
- 31.4 <u>References to Loan Agreements</u>. Each reference in the Loan Agreements to "this Agreement", "hereor", or words of like import, and each reference to the Loan Agreements in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Loan Agreements, as amended hereby.
- 31.5 Expenses. Borrowers shall pay all costs and expenses in connection with the preparation of this Modification and other related local documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrowers shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Modification and the other instruments and documents to be delivered hereunder, and agree to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.
- 31.6 <u>Counterparts</u>. This Modification may be executed in any number of counterparts, all of which shall constitute one and the same agreement.
- 31.7 Jury Waiver. BORROWERS AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MODIFICATION OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MODIFICATION OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed this Second Omnibus Modification to Loan Documents as of the date first above written.

BORROWERS:	LENDER:
CHICAGO SWEET:	INLAND BANK AND TRUST, an Illinois state chartered banking institution
CHICAGO SWEET CONNECTION GROUP LLC, an Illinois limited liability company  By: Name: A Connection GROUP LLC,  Title: A Connection GROUP LLC,  A Co	By: Name: Sohn Stanlette Title: Loca Office
CHICAGO SWEET II	
CHICAGO SWEET CONNECTION GROUP III, LLC, an Illinois limited liability company	
Name: Ananton Failis Title: Manuer.	
THIRD SYNTHESIS:	
THE THIRD SYNTHESIS, INC., an Illinois corporation  By: Name: Ather Thesis Valles  Title: CHICAGO SAVINGS:	The Clark's Office
CHICAGO SAVINGS CONNECTION, INC., an Illinois corporation  By:  Name: Alluging Carlos  Title:	TSOM
Title: President  KAILIS:	
Athanasids Kailis, individually	
randidaloa Rulla, ilidividually	

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## **UNOFFICIAL COPY**

#### **ACKNOWLEDGEMENT**

STATE OF ILLINOIS )	
COUNTY OF COOK )	
by me duly sworn did say that he is the Group LLC, an Illinois limited liability co said company and said individual acknowled and deed of said company, and acknowled therein stated	(, 2013, before me, a Notary Public in and for said State, Kailio, an individual, to me personally known, who, being of Chicago Sweet Connection ompany, and that said instrument was signed on behalf of owledged the execution of said instrument to be the free act dedged to me that s/he executed the same for the purposes
IN WITNESS WHEREOF, I hav and year last above written.	re hereunto set my hand and affixed my official seal the day
"OFFICIAL SEAL" SHARON Y ROMAN Notary Public, State of Illinois by Commission Expires 06/14/14	Notary Pablic  Notary Pablic  Oly Commission Expires: 44444
	· C
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )	U/Dx.
On this day of November personally appeared Attacks of by me duly sworn did say that he is the Group III, LLC, an Illinois limited liability said company and said individual acknowledges.	c, 2013, before me, a Notary Public in and for said State, all S, an individual, to me personally known, who, being of Chicago Sweet Connection company, and that said instrument was signed on behalf of by
IN WITNESS WHEREOF, I hav and year last above written.	ve hereunto set my hand and affixed my official seal the day
"OFFICIAL SEAL" SHARON Y ROMAN Notary Public, State of Illinois My Commission Expires 06/14/14	Notary Public  My Commission Expires: 6/14/14

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS )		
) ss. COUNTY OF COOK )		
On this 20 day of North 2013, before me, a Notary Public in and for said State, personally appeared Atlantasias Valle, an individual, to me personally known, who, being by me duly sworn did say that he is the North of The Third Synthesis, Inc., an Illinois corporation, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that s/he executed the same for the purposes therein stated.		
IN W.TNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.		
"OFFICIAL SEAL" SHARON Y ROMAN Notary Public, State of Illinois My Commission Expires 06/14/14 My Commission Expires 06/14/14		
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )		
On this 21 day of Newwww, 2013, before me a Notary Public in and for said State, personally appeared John Brancefet, an individual, on e personally known, who, being by me duly sworn did say that he is the Loan Officer of Inland Bank and Trust, an Illinois state chartered banking institution, successor by merger with Cambridge Bank and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that s/he executed the same for the purposes therein stated.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.		
"OFFICIAL SEAL" SHARON Y ROMAN Notary Public, State of Illinois My Commission Expires 06/14/14 My Commission Expires:		

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS )

COUNTY OF (O) ss

On this W day of WWWW, 2013, before me, a Notary Public in and for said State, personally appeared Athanasios Kailis, an individual, to me personally known, and said individual acknowledged the execution of said instrument to be the free act and deed of said individual, and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day

and yea: last above written.

"OFFICIAL SEAL" SHARON Y ROMAN

Notary Public, State of IllInols

My Commission Expires 06/14/14

Notary Public

My Commission Expires: Www.

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### **UNOFFICIAL COPY**

#### JOINDER BY GUARANTOR

The undersigned, being a Guarantor who has executed (i) a Commercial Guaranty dated September 5, 2011 ("Chicago Sweet Guaranty") of the obligations of CHICAGO SWEET CONNECTION GROUP LLC, an Illinois limited liability company ("Chicago Sweet"), (ii) a Commercial Guaranty of even date herewith ("Chicago Sweet III Guaranty") of the obligations of CHICAGO SWEET CONNECTION GROUP III, LLC, an Illinois limited liability company ("Chicago Sweet III") (iii) a Commercial Guaranty dated September 5, 2011 ("Third Synthesis Guaranty A") of the obligations of THE THIRD SYNTHESIS, INC., an Illinois corporation ("Third Synthesis"), (iv) a Commercial Guaranty dated February 9, 2005 ("Third Synthesis Guaranty B") of the obligations of Third Synthesis and (v) a Commercial Guaranty of even date herewith ("Third Synthesis Guaranty C", and together with the Chicago Sweet Guaranty, the Chicago Sweet III Guaranty, the Third Synthesis Guaranty A, the Third Synthesis Guaranty B and the Third Synthesis Guaranty C, the "Guaranties") of the obligations of Third Synthesis and CHICAGO SAVINGS CONNECTION, INC., an Illinois corporation ("Chicago Savings"), to INLAND BANK AND TRUST, an Illinois state chartered banking institution, successor by merger with Cambridge Bank (the "Lender"), under (i) the Business Loan Agreement dated as of September 5, 2011 between Chicago Sweet and Lender, (ii) the Business Loan Agreement of even date herewith between Chicago Sweet III and Lender, (iii) the Business Loan Agreement dated as of September 5, 2011 between Third Synthesis and Lender, (iv) the Business Loan Agreement dated as of December 1, 2001 between Third Synthesis and Lender and (v) the Business Loan Agreement of even date herewith by and among Third Synthesis, Chicago Savings and Lender, all as amended by that certain Omnibus Modification to Loan Documents made effective as of January 5, 2012 and that certain Second Omnibus Modification to Loan Documents dated as of the date hereof (the "Modn cation"), hereby represents, warrants, covenants and agrees with the Lender as follows:

- (a) Guarantor has read and understands the terms of the Modification and the documents delivered pursuant thereto and hereby agrees and consents to the terms thereof;
- (b) The Guaranties remain in full force and effect (not with standing the execution, delivery and performance of the Modification) and such may be enforced against Guarantor in accordance with their respective terms as amended by the Modification;
- (c) Except as amended by the Modification, the Guaranties shall be unaffected and in no way be released, mitigated, or discharged as a result of such agreements;
- (d) Guarantor does not possess (or have knowledge of) any claims, defenses, offsets or counterclaims against the Lender (or its officers, directors, shareholders, employees or agents) relating to either Guaranty, the other Loan Documents (as defined in the Modification) or Lender's enforcement thereof;
- (e) In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the enforcement of either Guaranty or the other Loan Documents (as defined in the Modification), Guarantor hereby unconditionally, irrevocably, and unequivocally waives and fully releases Lender (and its officers, directors, shareholders, employees or agents) of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed therein with prejudice;
- (f) Prior to the date hereof, Lender has fully performed its obligations under the Loan Documents (as defined in the Modification);

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## **UNOFFICIAL COPY**

- Guarantor hereby: (i) reaffirms, ratifies and remakes all of the representations, warranties, covenants and agreements contained in each Guaranty; and (ii) affirmatively states that, as of the date of this Modification, all of the representations and warranties contained in each Guaranty are true as of the date hereof as if made on the date hereof; and
- No Event of Default has occurred under either Guaranty and no circumstances exist which would constitute a default or an Event of Default if proper notice were given or a grace period elapsed; and
- Guarantor hereby consents and agrees to each of the terms and conditions e N. rith the Operation of Cook County Clark's Office contained in the Modification and each Guaranty is hereby modified to the extent any of its terms are inconsistent with the Modification.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the undersigned has executed this Joinder by Guarantor, effective as of November 2, 2013.

Kailis, individually

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## **UNOFFICIAL COPY**

#### **ACKNOWLEDGEMENT**

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### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

#### A. Chicago Sweet Mortgaged Property

LOTS 16, 17, 18, 19, 20 AND 21 IN BLOCK 8 IN A. T. MCINTOSH'S BRYN MAWR AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 46.83 FEET OF SAID LOT 1) IN CIRCUIT COURT PARTITION OF LOTS 13, 14, AND 15 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Address: 5601 North Northwest Highway, Chicago, IL 60646

PIN: 13-05-330-038-0000

#### B. Third Synthesis Mortgaged Property A

PARCEL 1: LOT 1 AND EAST 44.42 FEET OF LOT 2 (EXCEPT WESTERLY 16 FEET THEREOF TAKEN FOR ALLEY) AND LOTS 9 TO 14 INCLUSIVE IN ELMORE'S ADDITION TO ARDMORE MANOR, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTH WEST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF NORTHWESTERLY AND SOUTHEASTERLY VACATED 16 FEET PUBLIC ALLEY LYING SOUTHEASTERLY OF THE WESTERLY LINE OF THE EAST 44.42 FEET OF LOT 2 (EXCEPT WESTERLY 16 FEET) EXTENDED SOUTHERLY TO SOUTHWESTERLY LINE OF SAID ALLEY, IN COOK COUNTY, ILLINOIS.

Address: 5569-5577 North Northwest Highway, Chicago, IL 606/.6 & 6115 West Bryn Mawr Avenue, Chicago, IL 60630

PIN(s): 13-08-105-008; 13-08-105-009; 13-08-105-010: 13-08-105-011: 13-08-105-012; 13-08-105-013; 13-08-105-015; 13-08-105-017

### C. Third Synthesis Mortgaged Property B

PARCEL 1: LOT 2 (EXCEPT THE EAST 44.42 FEET THEREOF) IN ELMORE'S ADDITION TO ARDMORE MANOR BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 7 & 8 IN ELMORE'S ADDITION TO ARDMORE MANOR, BEING A SUBDIVISION, IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5577-5579 North Northwest Highway, Chicago, IL 60630

PIN(s): 13-08-105-006-0000; 13-08-105-007-0000; 13-08-105-016-0000

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### **UNOFFICIAL COPY**

#### Chicago Sweet III Mortgaged Property D.

A TRACT OF LAND LOCATED IN THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND THE SOUTHWESTERLY LINE OF THE NORTHWEST HIGHWAY (FORMERLY RAND ROAD AND LATER KNOWN AS NORWOOD PARK AVENUE) AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SUCH NORTHWEST HIGHWAY 4 FEET NORTHWESTERLY OF (MEASURED ALONG SUCH SOUTHWESTERLY LINE OF SUCH NORTHWEST HIGHWAY) AN IRON PIPE ON THE SOUTHWESTERLY LINE OF SUCH NORTH WEST HIGHWAY 246 FEET 10 7/8THS INCHES NORTHWESTERLY (MEASURED ALONG SUCH SOUTHWESTERLY LINE OF SUCH NORTHWEST HIGHWAY) OF THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SUCH NORTHWEST HIGHWAY AND THE WEST LINE OF THE EAST 12 ACRES NORTH OF RAILROAD OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SUCH SECTION 8; THENCE NORTHWESTERLY ON SUCH SOUTHWESTERLY LINE OF THE NORTHWEST HIGHWAY A DISTANCE OF 75 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO SUCH SOUTHWESTERLY LINE OF THE NORTHWEST HIGHWAY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN PAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SUCH

RIGHT OF WAY TO A POINT WHERE A LINE DRAWN SOUTHWESTERLY AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE NORTHWEST HIGHWAY AT THE POINT OF BEGINNING INTERSECTING SUCH NORTHEASTERLY LINE OF SUCH RIGHT OF WAY; On Clert's Office THENCE NORTHEASTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property address: 5574-5578 North Northwest Highway, Chicago, IL 60630

Tax Number: 13-08-104-008