THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED RETURN TO:

Joseph Q. McCoy, Esq. Bryan Cave LLP 161 N. Clark, Suite 4300 Chicago, Illinois 60601

Permanent Tax Index Numbers and Address:

See "Exhibit A'



Doc#: 1408416001 Fee: \$64.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 03/25/2014 03:31 PM Pg: 1 of 14

### FIDELITY NATIONAL TITLE 999/10/348

### FIRST MOLIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 24<sup>th</sup> day of March, 2014, but is effective as of April 5, 2014 (the "Effective Date") by FRC 1850 CHICAGO LLC, an Illinois limited liability company (the "Borrower") and STEVEN FIFIELD (the "Guarantor") and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, and its successors and assigns (the "Lender").

### RECITALS:

- A. Lender, as lender and administrative agent on behalf of these Lenders set forth on Schedule 1 of the Loan Agreement, as hereinafter defined, made a mortgage loan to Borrower in the original principal amount of One Million Seven Hundred Sixteen Thousand and No/100 Dollars (\$1,716,000.00) (the "Loan") as evidenced by that certain Promissory Note dated as of April 5, 2013 (as amended, restated, or replaced from time to time, the "Note"). The Note matures April 5, 2014.
- B. The Loan is secured by: (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing, dated as of April 5, 2013 made by Borrower in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on the attached Exhibit A hereto (the "Property"), which Mortgage was recorded in the Cook County Recorder of Deeds on April 8, 2013, as Document No. 1309816028; (ii) that certain Assignment of Rents and Leases, dated as of April 5, 2013 (as amended, restated, modified or supplemented and in effect from time to time, the "Assignment of Rents"), which Assignment of Rents was recorded in the Cook County, Illinois Recorder of Deeds on April 8, 2013, as Document No. 1309816029; and (iii) that certain Loan Agreement

made and executed by and between Borrower and Lender, dated as of April 5, 2013 (the "Loan Agreement").

- C. The Guarantor executed a Guaranty of Payment in favor of Lender, dated April 5, 2013 (the "Guaranty").
- D. The Note, Mortgage, Assignment of Rents, Loan Agreement, Guaranty, and such other documents delivered or executed in connection with the Loan, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents".
- E. Borrower and Lender desire to return the Note to the Borrower and to substitute the Note with an Amended and Restated Promissory Note (as defined below) as herein provided and to amend the remainder of the Loan Documents as based upon the terms set forth herein.

### **AGREEMENTS:**

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Definitions</u>. Any term not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.
- 2. <u>Principal Balance of Loan</u>. As of the Effective Date, the outstanding principal balance of the Loan is One Million Seven Hundred Sixteen Thousand and No/100 Dollars (\$1,716,000.00).
- 3. <u>Maturity Date</u>. The Maturity Date is hereby extended to October 5, 2014. Any reference in the Mortgage, Loan Agreement or any of the other Loan Documents to the "Maturity Date" of the Loan shall mean October 5, 2014.
- 4. <u>Amended and Restated Promissory Note.</u> Concurrent with execution and delivery of this Agreement, Borrower will deliver to Lender an "<u>Amended and Restated Promissory Note</u>" in the original principal amount of One Million Seven Hundred Sixteen Thousand and No/100 Dollars (\$1,716,000.00), with an effective date of April 5, 2014 and Lender will deliver the Note to Borrower in the form attached hereto as Exhibit "B" attached hereto and by this reference incorporated herein.
- 5. <u>Commitment Fee</u>. Borrower shall remit to Lender a non-refundable commitment fee in an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) (the "<u>Commitment Fee</u>"). The Commitment Fee will be deemed fully earned by Lender upon its receipt.
- 6. <u>Amendments to the Loan Agreement</u>. The Loan Agreement is hereby amended as follows:

- (a) The following definition of "First Modification" is hereby added to Section 1.1:
  - "<u>First Modification</u>" means that certain First Modification of Loan Documents made by Borrower, Guarantor and Administrative Agent and effectively dated as of April 5, 2014."
- (b) Section 3.1(a) of the Loan Agreement is hereby deleted in its entirety with the following replaced in its stead:
  - "(a) Interest on the Loan and the Note shall be paid monthly in arrears on the first day of each month commencing with the month immediately following the month in which the first disbursement of proceeds of the Loan occurs. In the event Borrower exercises the Extension Option (as such term is defined in Section 5.1 hereof), Borrower shall, on the first day of each month during the Extension Period (as such term is defined in Section 5.1 hereof), remit to Lenders payments of principal in an amount equal to Six Thousand and No/100 Dollars (\$6,000.00), plus all accepted interest thereon. All principal and interest payments due hereunder shall be made from the Interest Reserve in accordance with Section 3.1(b) below. All of the unpaid principal of and accrued and unpaid interest on the Loan and the Note shall be due and payable in full on the Maturity Date."
- (c) Section 3.1(b) of the Loan Agreement is hereby deleted in its entirety with the following replaced in its stead:
  - "(b) (i) At Closing, Borrower small fund an interest reserve account (the "Interest Reserve") in the amount of Eighty Five Thousand and No/100 Dollars (\$85,000.00). Concurrently with the execution and delivery of the First Modification, Borrower shall fund the Interest Reserve in an amount equal to Twenty Five Thousand and No/100 Dollars (\$25,000.00). The Interest Reserve shall be held by Administrative Agent for purposes of paying interest which shall accrue and become payable on the Loan as the same becomes due during the term of the Loan.
  - (ii) Upon Borrower's exercise of the Extension Option (as defined in Section 5.1 hereof), Borrower shall fund the Interest Reserve with an additional amount equal to Seventy Thousand and No/100 Dollars (\$70,000.00) (the "First Extension Pledged Funds"). Administrative Agent will hold the First Extension Pledged Funds for purposes of paying both principal and interest which shall accrue and become payable on the Loan as the same becomes due during the term of the Loan.
  - (iii) Interest will not accrue on the undisbursed portion of the Interest Reserve. In the event of an Event of Default, Lenders shall have the right to immediately apply the Interest Reserve to any outstanding amounts due by Borrower, in its sole discretion. At such time that the Interest Reserve has fully

been exhausted, all interest and principal, as applicable, shall be payable by Borrower and/or Guarantor when due out of their funds."

- (d) The following shall be added as a new Section 5.1:
- Extension Option. Borrower shall have the option to extend the Maturity Date ("Extension Option") for six (6) additional months until April 5, 2015 ("Extension Period") provided that: i) the Borrower has remained in full compliance with the terms of the Loan Documents; ii) the Guarantor has remained in full compliance with the terms of the Guaranty and the Loan Documents; iii) no Event of Default exists or has occurred under the Loan Documents; iv) Borrower provides prior written notice to Administrative Agent of its desire to exercise the Extension Option on or before January 31, 2015; v) concurrently with such notice, Porrower has remitted to Administrative Agent an extension fee equal to Five Thousand and No/100 Dollars (\$5,000.00); vi) Borrower has provided a reappraisal of the Property, the sufficiency of which to be determined by Administrative Agent in its sole and absolute discretion; and vii) Borrower has deposited the First Extension Pledged Funds (as defined in Section 3.1(b)) into the Interest Reservs."
- 7. <u>Amendments to Loan Pocuments</u>. All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.
- 8. Reaffirmation of Guaranty. Guarantor hereby ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of the Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.
- 9. <u>Representations and Warranties of Borrower</u>. Borrower hereby represents, covenants and warrants to Lender as follows:
  - (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.
  - (b) There is currently no Event of Default or Default under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.
  - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

- (d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- (e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- organization and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 10. <u>Expenses</u>. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

#### 11. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of durass upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- (c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.
- (d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively

represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

- (e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shell constitute one original Agreement.
- (h) Time is of the essence of each of Borrower's obligations under this Agreement.
- 12. <u>Customer Identification USA Patrot Act Notice; OFAC and Bank Secrecy Act.</u> Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "<u>Act</u>"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("<u>OFAC</u>"), the Department of the Treasury or included in any placeutive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("<u>BSA</u>") laws and regulations, as amended.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Loan Documents dated as of the day and year first above written.

RODDOWED.

	DORROWER.
	FRC 1850 CHICAGO LLC, an Illinois limited liability company  By:
	Name: Steven Fifield
	Title: Manager
TE OF ILLINOIS ) SS	
NTY OF COOK	<i>y</i>
The foregoing instrumen was	acknowledged before me this day of d, Manager of FRC 1850 CHICAGO LLC, an Illinois
, 2011, by bleven inter-	a, manager of the rose effection bloc, an inmos

MICHAEL DOYLE OFFICIAL SEAL Notary Public, State of Illinois Commission Expires March 28, 2015

limited liability company, on behalf of the company.

STATE OF ILLINOIS

**COUNTY OF COOK** 

Michael Gle Printed Name: Tort's Original Notary Public

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THE PRIVATEBANK AND TRUST

# **UNOFFICIAL COPY**

LENDER:

**COMPANY** 

	Title: Managing Director
900	
STATE OF ILLINOIS )	SS
COUNTY OF COOK	50
No Charles, 2014, by Mark C. of the company.	was acknowledged before me this day o Spears, Managing Director of the Private Bank, on behal Printed Name: Printed Name: Section
	OFFICIAL SEAL MONIKA SARNA Notary Public - State of Illinois My Commission Expires Oct 12, 2016

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#### **GUARANTOR ACKNOWLEDGMENT**

**GUARANTOR:** 

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF COOK	)	

The foregoing instrument was executed and acknowledged before me this  $\frac{1}{2}$  day of Muncy, 2014, by STEVEN FIFIELD.

MICHAEL DOYLE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 28, 2015

Printed Name: The Clark's Office

Notary Public

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#### EXHIBIT "A"

### **LEGAL DESCRIPTION OF REAL ESTATE**

Commonly known as: 1822-1850 West Chicago Avenue, Chicago, Illinois 60622

#### PARCEL 1:

LOTS 4 THROUGH 11, BOTH INCLUSIVE, IN WEBB'S SUBDIVISION OF LOT 3 IN THE SUPERIOR COURT PARTITION OF THE SOUTH 1/2 OF BLOCK 8, ALL IN COCHRAN AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Tax No.(s): 17-06-430-009

PARCEL 2(A):

LOT 12 IN WEBB'S SUBDIVISION OF LOT 3 IN THE SUPERIOR COURT PARTITION OF THE SOUTH 1/2 OF BLOCK 8, ALL IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Tax No.: 17-06-436-010

PARCEL 2(B):

LOTS 10, 11 AND 12 IN THE SUBDIVISION OF LOT 4 IN SUPER OR COURT PARTITION OF THE SOUTH 1/2 OF BLOCK 8 IN THE SUBDIVISION BY COCHRAN AND OTHERS OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Tax No.(s): 17-06-436-013 (LOT 10); 17-06-436-012 (LOT 11); 17-06-436-011 (LOT 12)

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#### EXHIBIT "B"

### FORM OF AMENDED AND RESTATED PROMISSORY NOTE

### AMENDED AND RESTATED PROMISSORY NOTE

\$1,716,000.03

Chicago, Illinois April 5, 2014

FOR VALUE RECEIVED, the undersigned FRC 1850 CHICAGO LLC, an Illinois limited liability company (the "Borrower"), promises to pay to the order of Lenders (as defined below) in accordance with the terms of the Loan Agreement (as defined below) the principal sum of One Million Seven Aurured Sixteen Thousand and No/100 Dollars (\$1,716,000.00), or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, all as provided below.

This Note is issued pursuant to 2. Loan Agreement dated as of April 5, 2013, by and between the Borrower, each of the financial instructions identified on Schedule 1 hereto and their successors and assigns (collectively the "Lenders") and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, and its successors and assigns (in such capacity "Administrative Agent") (the "Loan Agreement"), and that certain First Modification of Loan Documents executed by Borrower and Guarantor and dated as of even date herewith, the "First Modification"), and evidences a loan being made by the Lenders to the Borrower pursuant to the Loan Agreement and First Modification. The terms of the Loan Agreement are hereby incorporated into and made a part of this Note. All capitalized terms used and not otherwise defined herein shall have the same meanings as in the Loan Agreement.

Interest on this Note shall be payable at the rates, and the principal of an d interest on this Note shall be payable on the dates, at the times and in the manner, provided for in the Loan Agreement.

The Loan Agreement contains provisions with respect to the acceleration of the maturity of this Note upon the happening of certain stated events and for the prepayment of this Note prior to maturity, all upon the terms and conditions provided for therein.

The Mortgage provides that (i) except for Permitted Encumbrances and liens, charges and encumbrances being contested as provided therein, in the event that the Borrower shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises and shall fail to discharge same as provided therein, or (ii) in the event that the Borrower shall sell, transfer, convey or assign the title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or the Borrower shall contract to do any of the foregoing described in this clause (ii); then in each such case the Lenders, at their option, shall have the

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### **UNOFFICIAL COPY**

unqualified right to accelerate the maturity of this Note causing the full principal balance and accrued interest on this Note to become immediately due and payable without notice to the Borrower.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of any attorney at law to enforce any of the rights or agreements contained herein or in any of the other Loan Documents or any other instruments given as security for or related to the indebtedness evidenced hereby, the Borrower shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees, in addition to all principal, interest and other amounts payable hereunder; and all such amounts shall be and be deemed to be secured by the Loan Documents.

The Borrower kereby waives demand, presentment for payment, notice of dishonor and protest and hereby waives notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Arry such extension or release may be made at any time and from time to time without giving notice to the Borrower and without discharging any liability of the Borrower. The Borrower hereby waives any and all notice of whatever kind or nature and waives the exhaustion of legal remedies hereon.

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each and every provision hereof.

This Note and the Loan Agreement set forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Note, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Note other than are herein and therein set forth. The Borrower acknowledges that it is executing this Note without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

This Note and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

The Borrower and the Lenders, and their respective legal counsel, have participated in the drafting of this Note, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note.

This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain note dated April 5, 2013, in the principal amount of One Million Seven Hundred Sixteen Thousand and No/100 Dollars (\$1,716,000.00) (together with all prior amendments thereto or restatements thereof the "Prior Note"). Accordingly, this

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Note shall not be construed as a novation or extinguishment of, the obligations arising under the Prior Note, and its issuance shall not affect the priority of any security interest granted in connection with the Prior Note.

THE BORROWER CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, AND OF ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED, IN WHICH ANY LEGAL PROCEEDING MAY BE COMMENCED OR PENDING RELATING IN ANY MANNER TO THIS NOTE, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

THE PORROWER AGREES THAT PROCESS IN ANY LEGAL PROCEEDING RELATING TO THIS NOTE, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE SERVED ON THE BORROWER AT ANY LOCATION.

THE BORROWER AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS NOTE, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST THE BORROWER IN ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, JULINOIS, OR ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED. THE BORROWER WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE FROM ANY SUCH COURT.

THE BORROWER AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST THE LENDERS RELATING IN ANY MANNER TO THIS NOTE, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR IF A LEGAL PROCEEDING IS COMMENCED BY THE LENDERS AGAINST THE BORROWER IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS NOTE, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

[SIGNATURE PAGE(S) AND EXHIBIT(S), IF ANY, FOLLOW THIS PAGE]

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# **UNOFFICIAL COP**

#### Schedule 1

### **COMMITMENT AMOUNT/PERCENTAGE**

Bank Name and Address

Commitment Amount

Commitment Percentage

The PrivateBank and Trust Company

\$1,716,000.00

100%

120 S. LaSalle Street Chicago, Illinois 60603

ois Control of Country Clark's Office Attn: Commercial Real Estate Division

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