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Doc#: 1534119099 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/07/2015 03:56 PM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING MAIL TO:

Vedder Price P.C.
Attn: Matthew T. O'Connor, Esq.
222 North LaSalle Street
Chicago, Illinois 60601

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

THIS MORTGAGE SECURES FUTURE ADVANCES OF UP TO \$25,100,000 PURSUANT TO 295 ILCS 5/5d

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 18 day of November, 2015 by M3 NORTH AMERICA, LLC, an Illinois limited liability company (the "Mortgagor"), which has its chief executive office located at 2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of FIRST MIDWEST BANK, an Illinois banking corporation ("Mortgagee"), whose address is 180 North LaSalle Street, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, Mortgagor, KLC Global Services, Ltd, an Illinois corporation ("KLC"), O'Hare Cold, Co., an Illinois corporation ("O'Hare") and Rosenstein Properties LLC, an Illinois limited liability company ("Rosenstein"; and together with Mortgagor, KLC and O'Hare, collectively, the "Borrowers"), previously entered into that certain Loan and Security Agreement dated as of May 31, 2012, as amended (collectively, the "Loan Agreement") with Mortgagee, pursuant to which Mortgagee agreed to make loans to the Mortgagor;

WHEREAS, pursuant to the terms of the Loan Agreement, Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 31, 2012 which was recorded with the Recorder of Deeds of Cook County, Illinois on June 6, 2012 as Document Number 1215810069, as amended by that certain

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First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 30, 2014 which was recorded with the Recorder of Deeds of Cook County, Illinois on February 25, 2015 as Document Number 1505618029 (collectively, the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois as legally described on Exhibit A attached hereto (the "Premises"), and all of its estate, right, title and interest therein situated, lying and being in the County of Cook and State of Illinois;

WHEREAS, Mortgagee and Mortgagor have agreed to enter into a Seventh Amendment to Loan and Security Agreement of even date herewith (the "Loan Agreement Amendment"), which serves to amend the Loan Agreement pursuant to which the Mortgagee has agreed to, among other things, restructure and extend the maturity of certain loan facilities under the Loan Agreement; and

WHEREAS, as a condition to entering into the Loan Agreement Amendment, the Mortgagee requires and Mortgagor have agreed to enter into this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. Recitals A and B to the Mortgage are hereby amended and restated to read as follows:

A. Mortgagee is making certain loans to Mortgagor, KLC Global Services, Ltd, an Illinois corporation ("KLC"), O'Hare Cold, Co., an Illinois corporation ("O'Hare") and Rosenstein Properties LLC, an Illinois limited liability company ("Rosenstein"; and together with Mortgagor, KLC and O'Hare, collectively, the "Borrowers"), in the maximum aggregate principal amount of [Twelve Million Two Eighty Thousand Hundred and 00/100 Dollars (\$12,280,000.00)] ("Loans"), pursuant to that certain Loan and Security Agreement dated as of May 31, 2013, as amended, by and among Borrowers and Mortgagee (as further amended, restated or modified from time to time, the "Loan Agreement"). The Loans consist of: (i) a revolving loan (the "Revolving Loan") in the maximum principal amount of One Million Seven Hundred Fifty Thousand and 00/100

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Dollars (\$1,750,000.00) with a current maturity date of November 19, 2017, currently bearing interest at the LIBOR Rate plus 2.75%; (ii) a term loan (the "Term Loan A") in the original principal amount of Five Million One Hundred Forty-Five Thousand Eight Hundred Twenty-Six and 90/100 Dollars (\$5,145,826.90) with a current maturity date of October 31, 2020, currently bearing interest at the LIBOR Rate plus 2.75% per annum; (iii) a term loan (the "Term Loan B") in the original principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) with a current maturity date of May 31, 2017 currently bearing interest at the LIBOR Rate plus 2.75% per annum; (iv) a term loan ("Term Loan C") in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000) with a current maturity date of November 30, 2019 currently bearing interest at the LIBOR Rate plus 2.75% per annum; (v) a term loan ("Term Loan D") in the original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000) with a current maturity date of November 30, 2019 currently bearing interest at the LIBOR Rate plus 2.75% per annum; and (vi) a capital expenditure loan (the "Capex Loan") in the maximum principal amount of One Million and 00/100 Dollars (\$1,000,000.00) with a current maturity date of August 31, 2018, currently bearing interest at the LIBOR Rate plus 2.75%. For purposes herein, Prime Rate shall mean the floating per annum rate of interest which at any time, and from time to time, shall be most recently announced by the Mortgagee as its Prime Rate, which is not intended to be the Mortgagee's lowest or most favorable rate of interest at any one time. The effective date of any change in the Prime Rate shall for purposes hereof be the date the Prime Rate is changed by the Mortgagee.

B. Certain repayment obligations with respect to the Loans are evidenced by: (i) in connection with the Revolving Loan a Substitute Revolving Note dated as of November 19, 2015, in the maximum principal amount of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Revolving Note"); (ii) in connection with Term Loan A, a Substitute Term Note A dated as of November 19, 2015, in the current principal amount of Four Million Eight Hundred one Thousand Six Hundred Fifty-Three and 38/100 Dollars (\$4,801,653.38) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note A"); (iii) in connection with Term Loan B, a Term Note B dated as of May 31, 2012 in the original principal amount of One Million

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Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note B"); (iv) in connection with Term Loan C, a Substitute Term Note C dated as of November 17, 2015, in the current principal amount of One Million Eight Hundred Thirty-Three Thousand Two Hundred Fifty-Five and 84/100 Dollars (\$1,833,255.84) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note C"); (v) in connection with Term Loan D, a Term Note D dated as of November 30, 2014, in the original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note D"); and (vi) in connection with the Capex Loan, a Capital Expenditure Note dated as of May 31, 2012, in the maximum principal amount of One Million and 00/100 Dollars (\$1,000,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Capital Expenditure Note"); (Revolving Note, Term Note A, Term Note B, Term Note C, Term Note D and Capital Expenditure Note, collectively, are sometimes referred to in this Mortgage as the "Notes"). The terms and provisions of the Notes and Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Notes and the Loan Agreement.

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Mortgage. Mortgagor expressly acknowledges and agrees that the Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms by Mortgagee against Mortgagor and Mortgagor expressly reaffirms its obligations under the Mortgage (as amended by this Amendment). Mortgagor further expressly acknowledges and agrees that Mortgagee has a valid, duly perfected, first priority and fully enforceable security interest in and lien against the Mortgaged Property therein as security for all Obligations Secured, as amended hereby. Mortgagor agrees that it shall not dispute the validity or enforceability of the Mortgage or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Mortgagee's security interest in or lien against any item of Mortgaged Property, in any judicial, administrative or other proceeding.

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5. Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on May 31, 2012.

6. Effectuation. The amendments to the Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

(Signature Page Follows)

Property of Cook County Clerk's Office



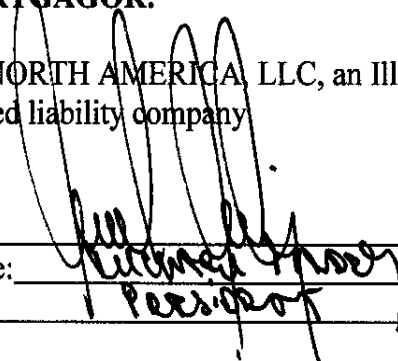
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(Signature Page to Second Amendment to Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Amendment as of the date first above written.

MORTGAGOR:

M3 NORTH AMERICA, LLC, an Illinois limited liability company

By: 
Name: Michael J. Moore
Title: President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Anne Golej a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Madej the President of M3 NORTH AMERICA, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of November, 2015.

Anne Golej
Notary Public

My Commission Expires: 8/19/2018

*THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:*

Matthew T. O'Connor, Esq.
Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601-1003



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2:

LOT 5 (EXCEPT THE WEST 865.0 FEET THEREOF) IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION ON SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 865 FEET OF LOT 5 IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST 865 FEET OF LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 865 FEET OF LOT 5, 10.0 FEET; THENCE SOUTHWESTERLY 70.75 FEET, MORE OR LESS, TO A POINT OF THE SOUTH LINE OF LOT 5, 70.0 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF LOT 5, 70.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 50.98 FEET OF LOT 9 IN CENTEX INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 235 FEET OF THE WEST 865 FEET OF LOT 5 (EXCEPT THAT PART OF SAID LOT 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST 865 FEET OF LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 865 FEET OF LOT 5, 10.0 FEET; THENCE SOUTHWESTERLY 70.75 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 5 WHICH IS 70.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF LOT 5, 70.0 FEET TO THE POINT OF BEGINNING) ON CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois

