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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/28/2016 11:59 AM Pg: 1 of 17

Nicolette L. Sonntag, Esq.
TAFT STETTINIUS & HOLLISTER LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

[This Space for Recorder's Use Only]

ER 6714918

FIRST MODIFICATION TO LOAN DOCUMENTS

THIS FIRST MODIFICATION TO LOAN DOCUMENTS (this "Agreement") is made as of the 12th day of December, 2015, by and among **RIVER NORTH RETAIL, LLC**, an Illinois limited liability company, having an office at 1030 North Clark Street, Suite 300, Chicago, IL 60610 ("Borrower"), **Scott A. Fithian, Keith E. Lord, MORGAN GROUP, INC.**, an Illinois corporation (the "Morgan Group") and **TLC HURON, LLC**, an Illinois limited liability company ("TLC Huron") (each of Scott A. Fithian, Keith E. Lord, Morgan Group and TLC Huron shall be individually referred to as a "Guarantor" and collectively as the "Guarantors") and **KNIGHTHEAD SSRE REIT, INC.**, a Delaware corporation, its successors and assigns, having an office at 33 Benedict Place, Greenwich, CT 06830 ("Lender").

RECITALS:

A. Lender has made a loan ("Loan") to Borrower in the original principal amount of Four Million One Hundred Fifty Thousand and No/100 Dollars (\$4,150,000.00) pursuant to the terms and conditions of that certain Loan Agreement ("Loan Agreement") dated as of June 13, 2014 between Borrower and Lender and as evidenced by that certain Note Secured by Mortgage dated June 13, 2014 from Borrower payable to the order of Lender in the original principal amount of Four Million One Hundred Fifty Thousand and No/100 Dollars (\$4,150,000.00) ("Note"). All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

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B. The Loan is secured by: (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as same may be amended, restated or modified from time to time, the "Mortgage") made by the Borrower to Lender dated as of June 13, 2014 and recorded on June 16, 2014 as Document Number 1416755005 with the Office of the Cook County, Illinois Recorder of Deeds secured by the property commonly known as Units 1 and 2A at 217-233 W. Huron Street, Chicago, Illinois, and legally described on Exhibit A attached hereto and incorporated herein (the "Property"); (ii) that certain Hazardous Materials Indemnity Agreement dated June 13, 2014 from Borrower and the Guarantors to Lender (the "Indemnity Agreement"); (iii) that certain Guaranty of Payment, Performance and Ownership Obligations dated June 13, 2014 from the Guarantors to Lender (the "Guaranty"); and (iv) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower, Guarantors and Lender desire to amend the Loan Documents, as more particularly 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 Borrower, Guarantors and Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated herein by this reference and made a part hereof; provided, however, that such Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. **Maturity Date.** The Maturity Date contained in the Loan Documents is hereby extended from December 12, 2015 to April 12, 2016. Any reference in the Note, Mortgage or any other Loan Document to the Maturity Date shall mean April 12, 2016 (the "Extended Maturity Date").

3. **Note Rate.** The Note Rate contained in the Loan Documents is hereby increased effective as of the date of this Agreement from nine percent (9%) per annum to ten percent (10%) per annum. Any reference in the Note, Mortgage or any other Loan Document to the Note Rate shall mean ten percent (10%) per annum.

4. **Extension Fee.** As a condition precedent to the agreements contained herein, Borrower is required to pay Lender an extension fee in the amount of Sixty-Two Thousand Two Hundred Fifty and No/100 Dollars (\$62,250.00) (the "Extension Fee").

5. **Appraisal, Marketing Documentation and Financial Statements.** Borrower will deliver to Lender no later than February 16, 2016 an updated appraisal and marketing study, both of which shall be in form and substance reasonably satisfactory to Lender, including but not

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limited to the marketing study reflecting a minimum valuation of the Property of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00). Borrower and Guarantors shall provide Lender with updated financial statements and tax returns as requested by Lender within a reasonable time after the same have been prepared.

6. **Representations and Warranties.** Borrower and Guarantors hereby represent, covenant and warrant to Lender as follows:

(a) To Borrower's and Guarantors' knowledge the representations and warranties contained in the Loan Agreement, the Mortgage, the Guaranty and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) To Borrower's and Guarantors' knowledge there is currently no Event of Default under the Note, the Mortgage, the Guaranty or the other Loan Documents, and Borrower and Guarantors do 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, the Guaranty or the other Loan Documents.

(c) To Borrower's and Guarantors' knowledge 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, Guarantors 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, neither Borrower nor Guarantors have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower and each of the Guarantors, as applicable, validly exist under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform 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 and each of the Guarantors. This Agreement has been duly executed and delivered on behalf of Borrower and on behalf of each of the Guarantors.

7. **No Impairment of Lien or Indebtedness.** Lender is willing to enter into this Agreement only under the following conditions: (a) that all of the real and personal property (the "Collateral") described in the Mortgage and the other Loan Documents shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents; (b) that nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage and the other Loan Documents, or the priority thereof over other liens, charges, encumbrances or conveyances; (c) that nothing herein contained, and nothing done

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pursuant hereto, shall or be construed to release, affect, impair, discharge or abrogate the obligation, liability or indebtedness of Borrower, Guarantors, or any other party whomsoever who may now or hereafter be liable under or on account of the Note, Mortgage, Guaranty or other Loan Documents, or to constitute a novation or an accord and satisfaction of the unpaid portion of the indebtedness, liabilities or obligations evidenced and secured by the Loan Documents; and (d) that nothing herein contained, and nothing done pursuant hereto, shall or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

8. **Reaffirmation of the Note, the Mortgage, the Guaranty and other Loan Documents.** Borrower and Guarantors hereby acknowledge and reaffirm their respective obligations under the Note, the Mortgage, the Guaranty, the other Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to Lender and is enforceable against Borrower and the Guarantors in accordance with the terms of the Note, the Mortgage, the Guaranty and the other Loan Documents as modified, amended and extended by this Agreement, subject to no defenses, counterclaims, deductions or set offs whatsoever. Nothing contained in this Agreement, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower or the Guarantors of their respective obligations to Lender, whether evidenced by the Note, the Mortgage, the Guaranty, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's and Guarantors' obligations as required by the Note, the Mortgage, the Guaranty or the other Loan Documents as may exist at the time of the making of this Agreement.

9. **No Defense, Counterclaims.** Borrower and each Guarantor hereby represent and warrant to and covenant with Lender that, as of the date hereof (a) Borrower and each Guarantor has no defenses, offsets or counterclaims of any kind or nature whatsoever against Lender with respect to the Loan or any of the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of Borrower and Guarantor, and (b) Lender has fully performed all of its obligations to Borrower and Guarantor which it may have had or has on and of the date hereof.

10. **Leases of the Property.** Borrower represents and warrants that (i) Borrower is not in default under any of the Leases of the Property, and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default; and (ii) Borrower has not sent any default notices to any tenant of the Property.

11. **Title Insurance and Recording.** As a condition precedent to Lender's agreement to modify the Note, the Mortgage and the other Loan Documents in accordance with the terms of this Agreement, Borrower shall: (i) cause this Agreement to be promptly recorded with the Office of the Cook County, Illinois Recorder of Deeds, and (ii) provide Lender with a date down endorsement, reasonably satisfactory to Lender, to Lender's policy of title insurance on the Property issued by Chicago Title Insurance Company and known as Order No. 6714918, Policy No. 72307-92817299.

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12. **Expenses.** Borrower shall be responsible for any and all costs, the Extension Fee, appraisal fees, environmental reports, structural review fees, credit reports, travel fees, site inspection fees, expenses, fees, charges and taxes, of whatever kind and nature incurred by Lender in connection with the modification of the Loan Documents provided for in this Agreement, including, without limitation, reasonable attorneys' fees and costs and recording fees. Borrower authorizes Lender to apply any existing funds held in escrow by Lender toward these foregoing expenses and if the funds held in escrow by Lender are not sufficient to cover said expenses, then Borrower will pay such expenses to Lender after Borrower's receipt of a written request therefor from Lender accompanied by a detailed list of the applicable expenses, and Borrower's failure to do so within thirty (30) days of receipt of written notice from Lender shall constitute an Event of Default under the Loan Documents.

13. **Intent of Parties.** The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement and the documents and instruments executed and delivered pursuant to this Agreement, and shall survive and not be merged into the execution and delivery of this Agreement or any of the documents and instruments to be executed pursuant to this Agreement, without interruption; provided, however, the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and their respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Agreement; (ii) Loan Documents, as modified by this Agreement; and (iii) other documents and agreements executed in connection with the transactions described in this Agreement.

14. **Release of Claims.** Borrower and Guarantors acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower and Guarantors hereby release and hold Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower and/or Guarantors may have had or currently has against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

15. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of Lender, Borrower and Guarantors, and no other person, entity or entities shall have any right of action hereon, the right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

16. **Conflicts.** The provisions of this Agreement shall govern and control in the event of any conflict between this Agreement and the provisions of any of the Loan Documents.

17. **Entire Agreement.** Except as expressly set forth herein, this Agreement and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

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18. **Successors and Assigns; Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower and Guarantors may not assign their rights under the Loan Documents or this Agreement.

19. **Effect of Agreement.** Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to or extensions of the Loan.

20. **Further Assurances.** Borrower and the Guarantors agree to execute from time to time any and all documents reasonably requested by Lender to carry out the intent of the Loan Documents as modified by this Agreement.

21. **Effective Date.** The parties hereto acknowledge and agree that the terms and provisions of this Agreement shall be effective as of the date of this Agreement.

22. **No Conflict.** Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon Borrower and the Guarantors in accordance with its terms. The execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which either of Borrower or the Guarantors is a party or is bound.

24. **References.** All references herein to any of the Loan Documents shall be understood to be to the Loan Documents as modified hereby. All references in any of the Loan Documents to any other one or more of the Loan Documents shall hereafter be deemed to be to such document(s) as modified hereby.

25. **No Custom.** The agreement to extend the Maturity Date of the Loan as set forth in this Agreement shall not establish a custom or waive, limit or condition the rights and remedies of Lender under the Note, the Mortgage or the other Loan Documents, all of which rights and remedies are expressly reserved.

26. **Captions; Counterparts.** The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

27. **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 or the Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, the Guarantors and Lender have

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contributed substantially and materially to the preparation of this Agreement, and each of Borrower, the Guarantors and Lender 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 duress 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 construe Lender to be a venturer or partner of or in any way associated with Borrower or the Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Each of Borrower, the Guarantors and Lender 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, the Guarantors 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", the "Guaranty" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Guaranty 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. 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) Time is of the essence of each of Borrower's and the Guarantors' obligations under this Agreement.

28. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower and the Guarantors that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower and the Guarantors, which information includes the name and address of Borrower and the Guarantors and such other information that will allow Lender to identify Borrower and the Guarantors in accordance with the Act. In addition, Borrower and the Guarantors shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower, the Guarantors or any Guarantor of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar

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lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive 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 Guarantors to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

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

BORROWER:


RIVER NORTH RETAIL LLC,
an Illinois limited liability company

By: **TLC HURON, LLC,**
an Illinois limited liability company
Its Member

By: 
Keith E. Lord, the Manager

GUARANTORS:



SCOTT A. FITHIAN, Individually


KEITH F. LORD, Individually

MORGAN GROUP, INC.,
an Illinois corporation

By: _____
John M. Mullen, President

TLC HURON, LLC,
an Illinois limited liability company

By: 
Keith E. Lord, Manager

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SCOTT A. FITHIAN, Individually

KEITH E. LORD, Individually

MORGAN GROUP, INC.,
an Illinois corporation

By: _____
John M. Mullen, President

TLC HURON, LLC,
an Illinois limited liability company

By: _____
Keith E. Lord, Manager

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LENDER:

KNIGHTHEAD SSRE REIT, INC.,
a Delaware corporation

By: 
Name: Laura Torrado
Its: Authorized Signatory

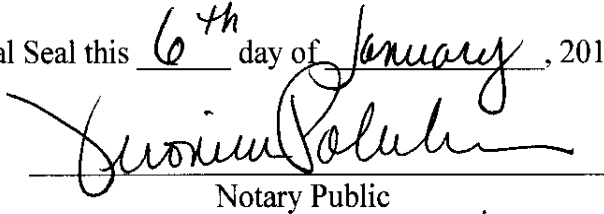
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STATE OF Illinois)
COUNTY OF Cook) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Keith E. Lord personally known to me to be the Manager of **TLC HURON, LLC**, an Illinois limited liability company, a Member of **RIVER NORTH RETAIL, LLC**, an Illinois limited liability company, and 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 as such Manager he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act and deed of said limited liability company on behalf of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of January, 2016.



Notary Public

My Commission Expires: 7/22/2019



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STATE OF Illinois)
COUNTY OF Cook) SS

I Veronica Poluha, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Scott A. Fithian**, who is 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 he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of January, 2016

Veronica Poluha
Notary Public

My Commission Expires: 7/22/2019



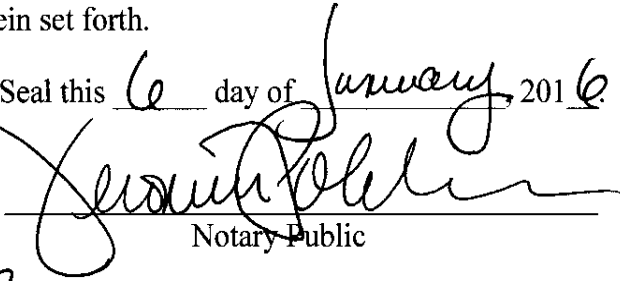
Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook)^{SS}

I Veronica Poluba, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Keith E. Lord**, who is 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 he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of January, 2016.



Notary Public

My Commission Expires: 1/22/2019

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STATE OF Michigan)
) ss
COUNTY OF Mecosta)

I, Linda M. Steenstra, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **John M. Mullen**, personally known to me to be the President of **MORGAN GROUP, INC.**, an Illinois corporation, and 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 as such President he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of January, 2016.

L.M. Steenstra
Notary Public

My Commission Expires: Feb 23, 2020

LINDA M. STEENSTRA
NOTARY PUBLIC, STATE OF MI
COUNTY OF CHEBOYGAN
MY COMMISSION EXPIRES Feb 23, 2020
ACTING IN COUNTY OF Mecosta

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STATE OF Illinois)
COUNTY OF Cook)^{SS}

I, Veronica Poluha, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Keith E. Lord**, personally known to me to be the Manager of **TLC HURON, LLC**, an Illinois limited liability company, and 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 as such Manager he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of January 2016.

Veronica Poluha
Notary Public

My Commission Expires: 7/22/2019

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STATE OF New York)
) ss
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Laura Torrado personally known to me to be the Secretary of KNIGHTHEAD SSRE REIT, INC., a Delaware corporation, and 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 as such Secretary he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of January, 2016.

[Signature]
Notary Public

My Commission Expires: June 4, 2016

MARISA C. KODES
Notary Public - State of New York
No. 02K06262915
Qualified in New York County
My Comm. Expires June 4, 2016

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 1 AND 2A IN THE HURON STREET COMMERCIAL CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0624245139 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: UNITS 1 AND 2A AT 217-233 W. HURON STREET
CHICAGO, ILLINOIS 60654

PROPERTY INDEX NUMBERS: 17-09-216-019-1001 AND 17-09-216-019-1011