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Doc# 1701015103 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2017 01:35 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 \$30,150,000
PURSUANT TO 205 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 23 day of December, 2016 by RIVERPOINT PROPERTY TRUST, LLC, a Delaware limited liability company (the "Mortgagor"), which has its chief executive office located at 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.

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WITNESSETH:

WHEREAS, Mortgagee previously made certain loans to Mortgagor, in the original principal amount of Two Million Six Hundred Eighty Thousand Hundred and 00/100 Dollars (\$2,680,000.00), pursuant to that certain Mortgage Note dated as of December 14, 2015, executed by Mortgagor in favor of Mortgagee (as amended, restated or modified from time to time, together with all substitutions thereof, the "Mortgage Note"). The Mortgage note is guaranteed by certain affiliates of the Borrower pursuant to that certain (i) Corporate Guaranty dated as of December 14, 2015 executed by each of KLC Global Services, Ltd, an Illinois corporation ("KLC"), O'Hare Cold, Co., an Illinois corporation ("O'Hare"), M3 North America, LLC, an Illinois limited liability company ("M3") (collectively, the "Affiliated Borrowers"). The Mortgagee also previously made certain loans to Affiliated Borrowers and Rosenstein Properties LLC an Illinois limited liability company ("Rosenstein"; and together with, KLC, M3 and O'Hare, collectively, the "Borrowers"), pursuant to that certain Loan and Security Agreement dated as of May 31, 2012, as amended (collectively, the "Loan Agreement") with Mortgagee;

WHEREAS, pursuant to the terms of the Mortgage Note, Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 14, 2015 which was recorded with the Recorder of Deeds of Cook County, Illinois on December 14, 2015 as Document Number 1534850058, as amended by that certain First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of June 20, 2016 (collectively, the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 2025 Tonne Road and 625 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, Borrowers have agreed to enter into a Tenth 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 items, increase the revolving loan commitment from \$1,750,000 to \$3,250,000; and

WHEREAS, as a condition to entering into the Loan Agreement Amendment, the Mortgagee requires and Mortgagor has 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.

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2. Amendment of the Mortgage. Recital B to the Mortgage is hereby amended and restated to read as follows:

B. The Mortgage Note is guaranteed by certain affiliates of the Borrower pursuant to that certain Corporate Guaranty Dated as of December 14, 2015 executed by each of KLC Global Services, Ltd., an Illinois corporation, O'Hare Cold Co., an Illinois corporation, M3 North America, LLC, an Illinois limited liability company (collectively, the "Affiliated Borrowers"). The Mortgagee also previously made certain loans to the Affiliated Borrowers and Mortgagor pursuant to, among other agreements, that certain Loan and Security Agreement dated as of May 31, 2012, as amended, among the Affiliated Borrowers and Rosenstein Properties, LLC, an Illinois limited liability company ("Rosenstein"), and the Mortgagee (as amended, restated or modified from time to time, the "Loan Agreement"), which loans are evidenced by: (i) in connection with the Revolving Loan, a Substitute Revolving Note dated as of December __, 2016, in the maximum principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) (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 original 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 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 Note C, a Substitute Term Note C dated as of November 19, 2015 in the original 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 Note 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"); (vi) in connection with Term

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Note E, a Term Note E dated as of June 20, 2016 in the original principal amount of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Term Note E”); (vii) in connection with the Capex Loan, a Substitute Capital Expenditure Note dated as of August 28, 2013 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”) and (viii) in connection with a mortgage note to Mortgagor, a Mortgage Note dated as of April 10, 2015 in the original principal amount of One Million 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 “Initial Mortgage Note”; the Mortgage Note, Revolving Note, Term Note A, Term Note B, Term Note C, Term Note D, Term Note E, the Capital Expenditure Note and the Initial Mortgage 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 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 after giving effect to the New Loan). 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.

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 December 14, 2015.

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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



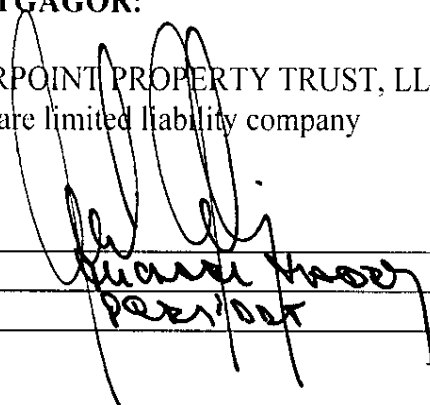
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(Signature Page to Second Amendment to Mortgage)

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

MORTGAGOR:

RIVERPOINT PROPERTY TRUST, LLC, a
Delaware limited liability company

By:  _____
 Name: Michael Moore
 Title: President

Property of Cook County Clerk's Office



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Karen A Lima, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Nalej, the PRESIDENT of RIVERPOINT PROPERTY TRUST, LLC, a Delaware 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.

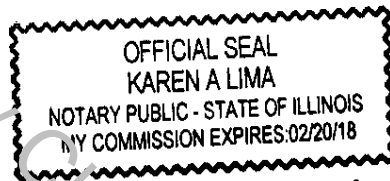
Given under my hand and notarial seal this 23rd day of December, 2016.

Karen A Lima
Notary Public

My Commission Expires: 2-20-2018

*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 1:

LOTS 1 AND 2 IN BERTHOLD SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1973 AS DOCUMENT 22476125, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 51 IN CENTEX INDUSTRIAL PARK UNIT NO. 26, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

08-34-307-002-0000, 08-34-300-049-0000, 08-34-300-050-0000

Parcel 1: 2025 Tonne Road, Elk Grove Village, IL 60007

Parcel 2: 625 Pratt Blvd., Elk Grove Village, IL 60007

