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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/18/2018 12:04 PM PG: 1 OF 8

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This document was prepared by, and after recording, return to:

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8933723LK①

Permanent Tax Index Numbers:

17-10-301-001-0000

17-10-301-003-0000

Property Address:

333 North Michigan Avenue
Chicago, Illinois 60601

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made and entered into as of October 2, 2018, with an effective date of September 29, 2018, by and between 333 BUILDING CORPORATION, a Delaware corporation ("Borrower"), having an office at 680 North Lake Shore Drive, 19th Floor, Chicago, Illinois 60611, and WINTRUST BANK, an Illinois banking corporation ("Bank"), formerly known as North Shore Community Bank & Trust Company, with an address at 231 S. LaSalle Street, 2nd Floor, Chicago, Illinois 60604.

WITNESSETH:

WHEREAS, Borrower and Bank entered into a certain loan arrangement (the "Original Loan") represented in part by that certain Non-Revolver Loan Promissory Note dated as of July 24, 2013 and that certain Revolver Loan Promissory Note dated as of July 24, 2013, pursuant to which Bank made a loan to Borrower in the aggregate original principal amount of Thirty-Seven Million Seven Hundred Fifty Thousand and No/100 Dollars (\$37,750,000.00), pursuant to the terms and conditions of that certain Credit Agreement dated as of July 24, 2013 by and between Borrower and Bank (the "Original Credit Agreement"), as amended by that certain Modification to Loan Documents dated as of August 30, 2018, with an effective date of July 31, 2018 (the "First Modification"), as further amended by that certain Second Modification to Loan Documents dated as of even date herewith (the "Second Modification"; the Original Credit Agreement, as amended by the First Modification and the Second Modification, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Borrower and Bank have agreed to amend the terms of the Original Loan (the "Loan"). The Loan is evidenced by that certain Amended, Restated and Consolidated Note and that certain Amended and Restated

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Non-Revolving Loan Promissory Note, each of even date herewith with an effective date of September 29, 2018, made by Borrower payable to the order of Bank, in the aggregate original principal amount of Forty-Two Million One Hundred Ninety-Two Thousand Eight Hundred Twenty and 79/100 Dollars (\$42,192,820.79) (collectively, as the same may be amended, restated or modified from time to time, the “*Note*”);

WHEREAS, the Loan is secured by, among other items, the following documents:

i. that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of July 24, 2013, made by Borrower for the benefit of Bank and recorded on August 12, 2013 with the Cook County Recorder of Deeds (the “*Recorder*”) as Document No. 1322412038 (the “*Original Mortgage*”), encumbering certain real property in Cook County, Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (the “*Property*”);

ii. that certain Assignment of Leases and Rents dated as of July 24, 2013, made by Borrower to Bank and recorded on August 12, 2013 with the Recorder as Document No. 1322412039, as amended by that certain First Amendment to Assignment of Leases and Rents by and between Borrower and Bank dated as of even date herewith (collectively, as amended, restated, supplemented or otherwise modified from time to time, the “*Assignment*”), encumbering the Property;

iii. certain other documents, instruments or agreements executed and delivered by Borrower or any other party to Bank (evidencing, securing, governing, guaranteeing or otherwise pertaining to the Loan and which are defined as “*Loan Documents*” in the Credit Agreement (all of which, together with all renewals, amendments, modifications, restatements, extensions and supplements thereof and thereto, are collectively referred to as the “*Loan Documents*”); and

WHEREAS, as part of the consideration for amending the Loan, Borrower has agreed to amend certain other terms of the Original Mortgage as herein described.

NOW, THEREFORE, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

2. **Loan Documents.** All references in the Loan Documents to the “*Mortgage*” shall mean the Original Mortgage as amended by this Amendment (as may be further amended, restated, supplemented or otherwise modified from time to time, the “*Mortgage*”). All references in the Mortgage to the “*Credit Agreement*” shall mean the Credit Agreement. All references in the Mortgage to the “*Note*” shall mean the Note. All references in the Mortgage to the “*Bank*” shall mean the Bank. All of the agreements, conditions, covenants, provisions and stipulations

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contained in the Credit Agreement and the Loan Documents are hereby made a part of this Amendment to the same extent and with the same force and effect as if they were fully set forth herein and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

3. The first full paragraph of the WITNESSETH section of the Original Mortgage shall be amended by replacing it in its entirety with the following:

“(1) Loans (collectively the “Loan”) by Bank to Borrower in the aggregate original principal amount of FORTY-TWO MILLION ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED TWENTY AND 79/100 DOLLARS (\$42,192,820.79), together with interest thereon evidenced by that certain Amended, Restated, and Consolidated Note and that certain Amended and Restated Non-Revolving Loan Promissory Note, each dated as of October 2, 2018, with an effective date of September 29, 2018, payable to the order of Bank (as same may be amended, restated or modified from time to time, collectively the “Note”), or such lesser amount as may be disbursed thereon, which Note bears interest and is payable to Bank as more fully described therein and in the Credit Agreement dated as of July 24, 2013 by and between Borrower and Bank (the “Original Credit Agreement”), as amended by that certain Modification to Loan Documents dated as of August 30, 2018, with an effective date of July 31, 2018 (the “First Modification”), as further amended by that certain Second Modification to Loan Documents dated as of October 2, 2018, with an effective date of September 29, 2018 (the “Second Modification”; the Original Credit Agreement, as amended by the First Modification and the Second Modification, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms not herein defined shall have the meanings ascribed to them in the Credit Agreement) which Note shall mature as provided therein or in the Credit Agreement;”

4. Section 4.6 of the Original Mortgage is hereby amended by amending and restating the addresses for notices as follows:

“to Borrower at: 333 Building Corporation
 c/o Wirtz Realty Corporation
 680 North Lake Shore Drive, Suite 1900
 Chicago, Illinois 60611
 Attn: Don Vitek, Senior Vice President

with a copy to: Gozdecki, Del Giudice, Americus, Farkas & Brocato LLP
 One East Wacker Drive, Suite 1700
 Chicago, Illinois 60601
 Attention: Robert E. Harig
 B.Harig@gozdel.com

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to the Bank at: Wintrust Bank
231 S. LaSalle Street, 2nd Floor
Chicago, Illinois 60604
Attn: Bartlett Johnson
bjohnson@wintrust.com

with a copy to: Wintrust Bank
231 S. LaSalle Street, 2nd Floor
Chicago, Illinois 60604
Attn: Nick R. Koricanac
nkoricanac@wintrust.com

with a copy to: Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attn: Kenneth Klassman, Esq.
kklassman@taftlaw.com”

5. Waiver of Claim. Borrower acknowledges, confirms and agrees that, to its knowledge, as of the date hereof, it has no offsets, defenses, claims or counterclaims against the Bank with respect to any of its liabilities and Obligations owing to the Bank, and, to the extent that the Borrower currently has or has ever had any such offsets, defenses, claims or counterclaims, the Borrower hereby specifically WAIVES and RELEASES any and all rights to such offsets, defenses, claims or counterclaims.

6. Full Force and Effect. The provisions of the Mortgage, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed.

7. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or the other Loan Documents, or the covenants, conditions and agreements therein contained, as amended.

8. Conflict. In the event of conflict between any of the provisions of the Original Mortgage and this Amendment, the provisions of this Amendment shall control.

9. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of Bank:

- a. All parties shall have executed and delivered this Amendment.
- b. Borrower shall have delivered to Bank a date down endorsement to Bank's existing title policy in connection with the recording of this Amendment, in form and substance acceptable to Bank in its sole discretion.
- c. Borrower shall have paid to Bank all costs and expenses of Bank in connection with the preparation, execution and delivery of this Amendment and any other

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documents delivered in connection herewith, including, without limitation, the fees and expenses of (i) the Bank's legal counsel and (ii) the date down endorsement to the Bank's existing title policy.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Borrower has caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

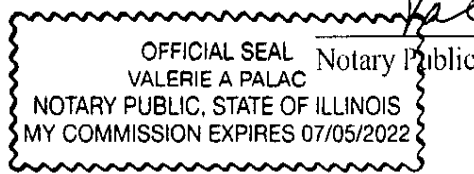
333 BUILDING CORPORATION, a Delaware corporation

By: Nadine Heidrich
Name: Nadine Heidrich
Title: CFO & Treasurer

STATE OF IL)
COUNTY OF Cook) ss.

I, Valerie A. Palac, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nadine Heidrich, the CFO + Treas. of **333 BUILDING CORPORATION**, a Delaware corporation, 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, sealed and delivered the said instrument, on behalf of the company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of October, 2018.



My Commission Expires: _____

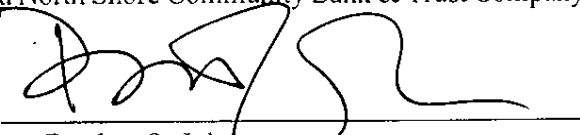
[SIGNATURE AND NOTARY PAGE TO FIRST AMENDMENT TO MORTGAGE – BORROWER]

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IN WITNESS WHEREOF, Bank has caused this Amendment to be duly executed and delivered as of the day and year first above written.

BANK:

WINTRUST BANK, an Illinois banking corporation,
f/k/a North Shore Community Bank & Trust Company

By: 

Name: Bartlett Q. Johnson

Title: Executive Vice President

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STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

I, Kimberly M. Evans, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bartlett Q. Johnson, personally known to me to be the Executive Vice President of WINTRUST BANK, an Illinois banking corporation, f/k/a North Shore Community Bank & Trust 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 he signed and delivered the said instrument, on behalf of said bank and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of October, 2018.

Kim M. Evans
Notary Public

My Commission expires: 6/8/2022



[SIGNATURE AND NOTARY PAGE TO FIRST AMENDMENT TO MORTGAGE – BANK]

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EXHIBIT A

Legal Description

PARCEL 1:

ALL THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 5 IN FORT DEARBORN ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A STREET LINE DRAWN THROUGH SAID LOTS FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 121.18 FEET EASTERLY FROM THE WEST LINE OF SAID LOT 1 TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 124.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT 5, REFERENCE BEING HAD TO THE MAP OF SAID ADDITION APPEARING OF RECORD IN NEW VOLUME 'H' OF MAPS PAGE 119 (EXCEPT FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED IN CONDEMNATION PROCEEDINGS IN THE COUNTY COURT AS CASE 33202) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN FLANDERS AND WODSWORTH'S SUBDIVISION OF LOT 12 IN THOMAS DYER'S SUBDIVISION OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 5 OF FORT DEARBORN ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39, 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PART TAKEN BY THE CITY OF CHICAGO FOR WIDENING AND IMPROVING NORTH MICHIGAN AVENUE) IN COOK COUNTY, ILLINOIS.

PIN: 17-10-301-001-0000
17-10-301-003-0000

COMMON ADDRESS: 333 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS

60601