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Doc#: 1910116061 Fee: \$96.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/11/2019 10:35 AM Pg: 1 of 25

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

4



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 19-22-121-017-0000**

Address:

Street: 4439 West 63rd Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60629

Lender: SAL HOLDCO CORP

Borrower: SAL Asset Holdings, LLC

Loan / Mortgage Amount: \$20,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: D47465D0-DDC9-425C-B5EB-1477BE554FC7

Execution date: 4/8/2019

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Instrument prepared by and when
recorded mail original to:
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: William A. Herzberger

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING

From

SAL ASSET HOLDINGS, LLC

To

SAL HOLDCO CORP,
as Lender

Dated: April 10, 2019
Premises: 4439 West 63rd Street, Chicago, IL

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made and entered into as of April 10, 2019, by SAL Asset Holdings, LLC, a Delaware limited liability company, whose address is c/o Moran Foods, LLC, 400 Northwest Plaza Drive, St. Ann, Missouri 63074, Attn: General Counsel (the "Mortgagor"), in favor of SAL HOLDCO CORP, a Delaware corporation, together with its successors and assigns, as lender under the Loan Agreement (in such capacity, "Mortgagee"), having an office located at c/o Onex Partners, 712 Fifth Avenue, 40th Floor, New York, New York 10019. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (as such agreement may be amended, modified, restated, extended, renewed or replaced from time to time, the "Loan Agreement"), among Moran Foods, LLC, a Missouri limited liability company ("Borrower"), and the Mortgagee, the Mortgagee has agreed to make certain revolving loans and provide other financial accommodations to or for the benefit of the Borrower in the maximum amount of \$20,000,000, subject to the conditions of the Loan Agreement;

WHEREAS, pursuant to that certain Guaranty Agreement dated as of the date hereof (the "Guaranty Agreement"), the Mortgagor, as a Guarantor, has unconditionally guaranteed, subject to the limitations set forth therein, the due and punctual payment and performance of the Guaranteed Obligations (as defined in the Guaranty Agreement) now existing or hereafter incurred under or in respect of the Loan Documents, whether at maturity, by acceleration or otherwise; and

WHEREAS under the Loan Agreement, the Mortgagor is required to execute and deliver this Mortgage for the benefit of the Lender to secure the Guaranteed Obligations.

WITNESSETH:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor irrevocably grants, mortgages, warrants, bargains, sells, pledges, remises, aliens, assigns, conveys, transfers and sets over to the Mortgagee, subject to the further terms of this Mortgage, a lien on all of the Mortgagor's right, title and interest in and to the following (collectively, the "Mortgaged Property"):

- (a) All that tract or parcel of land in Cook County, Illinois more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Land");
- (b) All of the Mortgagor's right, title and interest in, to and under all rights of way, easements, privileges and appurtenances relating or appertaining to the Land or Improvements (as defined below) and all water and water rights, sewer and sewer rights, ditches and ditch rights, minerals, oil and gas rights, royalties, lease or leasehold interests owned by the Mortgagor, now or hereafter used in connection with or appurtenant to or related to the Land or Improvements, and all interests of the Mortgagor now owned or hereafter acquired in and to streets, roads, alleys and public places,

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now or hereafter used in connection with the Land or Improvements, and, to the extent assignable, all existing or future licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Land or Improvements, and any and all insurance proceeds, and any and all awards, including interest, previously or hereafter made to the Mortgagor for taking by eminent domain or in lieu thereof (collectively, the "Other Rights"); and

(c) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises (as hereinafter defined) immediately upon the delivery thereof to the Land, and all fixtures and articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the Land and Improvements including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, supplies, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof; whether or not the same are or shall be attached to the Land and Improvements in any manner excluding any Excluded Assets (defined below) (the "Tangible Personalty") and all proceeds of the Tangible Personalty (hereinafter, the Land, Other Rights, Improvements, Tangible Personalty and all other property and interests described above, together with all proceeds thereof; being collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, to the Mortgagee as security for the Secured Obligations (as defined below).

As additional security for the Secured Obligations, the Mortgagor hereby transfers and assigns to the Mortgagee and grants to the Mortgagee a security interest under the Uniform Commercial Code (as defined herein) in all right, title and interest of the Mortgagor in and to all of the following, except to the extent any of the same shall constitute Excluded Assets:

(1) All security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits") and all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or part of the Premises, together with all guarantees of the lessee's obligations thereunder (collectively, the "Leases"), whether oral or written, for a definite term or month-to-month. This assignment is an absolute assignment and not an assignment for additional security only. This assignment shall extend to and cover any and all extensions and renewals and future Leases and to any and all present and future rights against guarantor(s) of any such obligations and to any and all Rents and Profits collected under the Leases or derived from the Premises. In pursuance of this assignment, and not in lieu hereof, Mortgagor shall, upon request from Mortgagee, execute and deliver to the Mortgagee, separate specific assignments of rents and leases covering some or all of the Leases, the terms of such assignments being incorporated herein by reference. This assignment is absolute and effective immediately and without possession; however, Mortgagor shall have a revocable license to receive, collect and enjoy the Rents and Profits accruing from the Premises except for such times as an Event of Default

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shall have occurred and be continuing and Mortgagee has provided written notice to the Mortgagor that such license has been revoked. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall have the right to terminate the license granted hereunder upon written notice to the Mortgagee, without need of possession, foreclosure or any other act or procedure, and all Rents and Profits assigned hereby shall thereafter be payable to the Mortgagor.

(2) All insurance policies and proceeds thereof, condemnation awards, any and all (to the extent assignable) leases of personal property (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, and other contracts, licenses and permits now or hereafter affecting the Premises, all accounts relating to the Premises, including rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code in effect in the State in which the Premises is located, as amended from time to time (the "Uniform Commercial Code"), and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, licenses, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Premises, and any contract for management or any other provision of service in connection with the Premises), approvals, actions, refunds of real estate taxes and assessments and any other governmental impositions related to the Premises, approvals, actions and causes of action that now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (all of the foregoing being the "Intangible Personalty") or any part thereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance reasonably satisfactory to the Mortgagee, as may hereafter be reasonably requested by the Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect thereto.

(3) All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be "fixtures" affixed to the aforesaid Land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Mortgagee. In that regard, the Mortgagor grants to the Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and grants to the Mortgagee a security interest in all of the Tangible Personalty and the Intangible Personalty.

Notwithstanding anything to the contrary herein, Mortgaged Property shall not include any items that are, as of the date hereof or any time hereafter, Collateral (as defined under the Moran Credit Agreements) under the Moran Credit Agreements as in effect on the date hereof (all such

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Collateral under the Moran Credit Agreements as in effect on the date hereof, the “Excluded Assets”) and in all cases, Excluded Assets are hereby excluded from the foregoing grants.

The Mortgagor and the Mortgagee covenant, represent and agree as follows:

ARTICLE I

Secured Obligations

1.1 Secured Obligations. This Mortgage secures the prompt payment, performance and observance of all Guaranteed Obligations under the Guaranty Agreement and the other Loan Documents, whether now existing or hereafter arising or incurred, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired (the “Secured Obligations”).

1.2 Future Advances. Any additional sum or sums advanced by the then-applicable Lender under the Loan Agreement to the then-applicable owner of the Mortgaged Property at any time within twenty (20) years from the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, will constitute a portion of, be equally secured with, and have the same priority as, the indebtedness secured hereby and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the Borrower and whether or not identified by a recital that it is secured by this Mortgage; provided, however, the aggregate amount of principal indebtedness outstanding at any one time and secured by this Mortgage shall not exceed an amount equal to twice the original commitment amount under the Loan Agreement. The provisions of this Paragraph apply regardless of whether any such advance is characterized as obligatory or optional; but nothing contained in this Paragraph by itself obligates Mortgagee to make any additional loans or advances.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Incorporation of Loan Agreement. The Mortgagor represents, warrants, covenants and agrees that as of the date of this Mortgage each of the representations, warranties, covenants and other agreements of the Mortgagor under and as contained in Section 6 of the Guaranty are hereby incorporated herein in their entirety by this reference.

2.2 Title to Premises. The Mortgagor represents and warrants to the Mortgagee as of the date of this Mortgage that (i) Mortgagor is (a) the fee simple owner of the Land, (b) the owner of the Improvements, and (c) the owner or holder of, or has a valid leasehold interest in, the balance of the Premises, and (ii) as of the date hereof title to the Premises is free and clear of all liens, encumbrances and other matters except for (a) liens, encumbrances and other matters shown on the title insurance policy, if any, accepted by the Mortgagee in connection with this Mortgage (b) liens and security interests in favor of Mortgagee created by the Loan Documents, (c) liens for taxes and assessments which are not yet due and payable or which are being contested in accordance with Section 2.5 hereof, and (d) such other

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matters of public record other than monetary liens which, in each case which, individually or in the aggregate, do not materially interfere with the benefits of the security intended to be provided by this Mortgage, materially and adversely affect the value of the Mortgaged Property, impair the use or operations of the Mortgaged Property or impair Mortgagor's ability to pay its obligations in a timely manner (collectively, the "Permitted Encumbrances"). The Mortgagor shall warrant and defend the title to the Premises except for the Permitted Encumbrances against the claims of all Persons. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located this Mortgage will create and constitute a valid and enforceable first priority mortgage Lien on the Mortgaged Property in favor of the Mortgagee, and, to the extent any of the Mortgaged Property shall consist of "fixtures" or other personal property, a first priority security interest therein, in each case subject to the Permitted Encumbrances and except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles. The Mortgagor shall not create or permit to be created or to remain, and shall immediately discharge or cause to be discharged, any Lien on the Mortgaged Property or any interest therein, in each case whether voluntarily or involuntarily created, whether directly or indirectly a Lien thereon and whether or not subordinated hereto, except Permitted Encumbrances.

2.3 Taxes and Other Charges. The Mortgagor will pay all taxes, general and special assessments, insurance premiums, and all other charges which are or may become a lien against the Premises prior to the same becoming delinquent.

2.4 Reimbursement. If the Mortgagor fails to pay any taxes or other charges or maintain insurance as required by this Mortgage or otherwise fails to pay or perform any of its obligations under the Loan Documents and as a result there is an Event of Default and a risk of impairment to the Mortgaged Property, then the Mortgagee, at its option, after giving notice to Mortgagor, may pay or procure the same; provided, however, the Mortgagee shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with the provisions of this Mortgage. The Mortgagor will reimburse the Mortgagee reasonably promptly after written demand for any sums of money paid by the Mortgagee pursuant to this Section, together with interest on each such payment at the rate as provided in Section 2.2(d) of the Loan Agreement, and all such sums and interest thereon shall be secured hereby. Neither the provisions of this Section nor any action taken by the Mortgagee pursuant to the provisions of this Section shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default.

2.5 Permitted Contests. The Mortgagor may contest, by appropriate proceedings conducted in good faith and with due diligence, any taxes or assessments, mechanic's, materialman's or similar liens, or any judgment liens, *lis pendens* or similar liens related to litigation, in each case with respect to the Mortgaged Property or any interest therein, *provided* that no Event of Default has occurred and is continuing and the Mortgagee shall determine that as a result of such contest or proceeding no Mortgaged Property or interest therein is in danger of being sold, forfeited or lost, or the priority of the lien of the

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Mortgagee is not at risk; and, where applicable, such proceedings suspend the foreclosure of such lien or any other collection thereof from the Mortgaged Property and all interests therein; and *provided further* that the Mortgagor establishes any reserve or other appropriate provision required with respect to such contest reasonably acceptable to Mortgagee or as otherwise required under generally accepted accounting principles consistently applied. It is agreed that the failure to pay any taxes or assessments or to discharge any such lien being contested during such contest shall not constitute an Event of Default, provided that, and for only so long as, the Mortgagor is in compliance with this Section.

2.6 Additional Documents; Further Assurances; After-Acquired Property. At any time, and from time to time, reasonably promptly after reasonable, written request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall reasonably be deemed desirable by the Mortgagee any and all such other and further, mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, maintain, enlarge, or perfect, or to continue and preserve the obligations of the Mortgagor under the Loan Agreement, this Mortgage, and the other Loan Documents, and the liens and security interests of this Mortgage as a first and prior lien upon all of the Premises (subject to the Permitted Encumbrances), whether now owned or hereafter acquired by the Mortgagor, except to the extent such after acquired property constitutes Excluded Assets. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Premises or any part thereof. The Mortgagor hereby authorizes the Mortgagee to prepare and file such financing statements, fixture filings, renewals or continuations thereof, amendments and supplements thereto and other instruments as the Mortgagee may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted in the Loan Agreement and the documents executed in connection therewith in accordance with the Uniform Commercial Code. The Mortgagor hereby irrevocably makes, constitutes and appoints the Mortgagee as the true and lawful attorney of the Mortgagor to take any or all of the foregoing actions in the name of the Mortgagor.

2.7 Sale, Transfer or Encumbrance. Except as permitted or contemplated by the Loan Agreement, Mortgagor will not sell, transfer, convey or encumber the Mortgaged Property or any portion thereof or interest therein other than dispositions of personal property (i) in the ordinary course of business no longer used by Mortgagor or (ii) as or otherwise permitted under the Moran Credit Agreements.

2.8 Fees and Expenses. The Mortgagor will promptly pay upon written demand any and all reasonable, documented out-of-pocket costs and expenses of the Mortgagee as required under the Loan Agreement. All of the foregoing costs and expenses shall be Secured Obligations.

2.9 Leases and Other Agreements. The Mortgagor shall faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each of the material Leases and other material

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agreements or contracts affecting all or any portion of the Premises, now or hereafter existing, on the part of the Mortgagor to be kept and performed and shall at all times use commercially reasonable efforts to enforce, with respect to each other party thereto, all material obligations, covenants and agreements by such other party to be performed thereunder.

2.10 Insurance. The Mortgagor shall maintain such insurance coverage and policies for the Premises as required by the Loan Agreement.

2.11 Status and Care of the Premises. Except, in each case, as would not, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by this Mortgage, materially and adversely affect the value of the Mortgaged Property, materially impair the use or operations of the Mortgaged Property or impair Mortgagor's ability to pay its obligations in a timely manner, the Mortgagor represents and warrants that (i) the Premises is served by all necessary water, sanitary and storm sewer, drainage, electric, steam, gas, telephone and other utility facilities, which facilities have capabilities sufficient to serve the current use and operation of the Premises; (ii) the Premises has legal access to all streets or roads necessary for the use and operation of the Premises, including as appropriate access over properly granted, perpetual, private easements, rights of way or servitudes that are specifically included in the Mortgaged Property; and (iii) the Mortgaged Property is currently in compliance with any and all laws, statutes, codes, acts, ordinances, orders, judgments, rules or regulations ("Legal Requirements"). The Mortgagor shall not cause or permit the Premises to be misused, wasted, disfigured, or to deteriorate (except, in the case of deterioration, reasonable wear and tear) and shall otherwise maintain the Premises in the condition as required by the Loan Agreement and in compliance with Legal Requirements other than such non-compliance that would not, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by this Mortgage, materially and adversely affect the value of the Mortgaged Property, materially impair the use or operations of the Mortgaged Property or impair Mortgagor's ability to pay its obligations in a timely manner. Mortgagor shall not initiate or affirmatively support any change in the applicable zoning adversely affecting the Premises, seek any variance (or any change in any variance) under the zoning adversely affecting the Premises, execute or file any subdivision or other plat or map adversely affecting the Premises or consent to any of the foregoing.

2.12 Casualty. The Mortgagor represents and warrants that, as of the date hereof, there is no material damage to, or destruction of, the Premises by reason of fire or any other cause or event (a "Casualty"). In the event of any Material Casualty (as hereinafter defined), the Mortgagor shall promptly give notice thereof to the Mortgagee describing in detail reasonably satisfactory to the Mortgagee the nature and extent of such Casualty, the work required to Restore the portion of the Premises affected thereby and the Mortgagor's best estimate of the cost of such Restoration, immediately take such action as may be necessary or appropriate to preserve the undamaged portion of such Premises and to protect against personal injury or property damage, and Restore the Premises to the extent necessary to keep the Premises in good order, repair and condition. As used in this Mortgage, "Restoration" means the restoration, repair, replacement or rebuilding of the Premises after a Casualty or Condemnation (as hereinafter defined), and "Restore" means to restore, repair, replace or

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rebuild the Premises after a Casualty or Condemnation, in each case as nearly as possible to a value, utility and condition existing immediately prior to such Casualty or Condemnation.

2.13 Insurance Claims and Proceeds. In the event of any Casualty, the Mortgagor shall promptly make proof of loss under the applicable insurance policies required to be carried under Section 8.1 of the Loan Agreement (the "Insurance Policies") and diligently pursue to conclusion any claims for the Insurance Proceeds payable thereunder and any suit, action or other proceeding necessary or appropriate to obtain payment of such Insurance Proceeds. If the cost of Restoration reasonably estimated by the Mortgagor equals \$100,000 or more (a "Material Casualty") or if an Event of Default has occurred and is continuing, the Mortgagor shall have no right to settle, and shall not settle, any claim or proceeding for any Insurance Proceeds without the consent of the Mortgagee. Upon Mortgagor's request and so long as no Event of Default has occurred and is continuing, Mortgagee shall provide all Insurance Proceeds received by Mortgagee in connection with a Casualty that is not deemed a Material Casualty; provided, however, if Mortgagor is required pursuant to the Loan Documents to repair, rebuild or restore the Mortgaged Property as a result of such Casualty, the Insurance Proceeds will be distributed to Mortgagor for such purpose so long as no Event of Default has occurred and is continuing. All Insurance Proceeds with respect to any Material Casualty shall be held, applied and disbursed as determined by Mortgagee in its sole discretion, including for payment of the Secured Obligations. As used in this Mortgage, "Insurance Proceeds" means, at any time, all insurance proceeds or payments to which the Mortgagor or Mortgagee may be or become entitled under the Insurance Policies by reason of any Casualty plus all insurance proceeds and payments to which the Mortgagor may be or become entitled by reason of any Casualty under any other insurance policies or coverages maintained by the Mortgagor with respect to the Mortgaged Property.

2.14 Condemnation. The Mortgagor represents and warrants that, as of the date hereof, there is no Condemnation affecting the Premises, there are no negotiations or proceedings which might result in such a Condemnation, and to the knowledge of the Mortgagor, no such Condemnation is proposed or threatened in writing. In the event of any material Condemnation or the commencement of any negotiation or proceeding which might result in a material Condemnation, or in the event of any proposed or threatened (in writing) Condemnation, the Mortgagor shall promptly after receiving notice or obtaining knowledge thereof give notice thereof to the Mortgagee, describing in detail satisfactory to the Mortgagee the nature and extent of such Condemnation, negotiation or proceeding, the action which the Mortgagor intends to take with respect thereto, the work required to Restore the Mortgaged Property affected by such Condemnation and the Mortgagor's best estimate of the cost of such Restoration. As used in this Mortgage, "Condemnation" means any condemnation or other taking or temporary or permanent requisition of any portion of the Premises, any interest therein or right appurtenant thereto, or any change of grade affecting the Premises, as the result of the exercise of any right of condemnation or eminent domain. A transfer to a governmental authority in lieu or anticipation of Condemnation shall be deemed to be a Condemnation.

2.15 Condemnation Proceedings and Awards. In the event of any Condemnation or the commencement of any negotiation or proceeding which might result in a Condemnation, or in the event of any proposed or threatened (in writing) Condemnation,

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the Mortgagor shall, promptly after receiving notice or obtaining knowledge thereof, do all things deemed necessary or appropriate by the Mortgagor or reasonably requested by the Mortgagee to preserve the Mortgagor's interest in such Mortgaged Property and promptly make claim for the Awards payable with respect thereto and diligently pursue to conclusion such claim for such Awards and any suit, action or other proceeding necessary or appropriate to obtain payment thereof. If the Award reasonably expected by the Mortgagor to be received equals or exceeds \$100,000 or if an Event of Default has occurred and is continuing, the Mortgagor shall have no right to settle, and shall not settle, any such claim, negotiation or proceeding without the consent of the Mortgagee. All Awards with respect to such Condemnation shall be held, applied and disbursed as determined by Mortgagee in its sole discretion, including for payment of the Secured Obligations. As used in this Agreement, "Awards" means all awards or payments paid or payable by reason of any condemnation.

2.16 Releases and Waivers. The Mortgagor agrees that no release by the Mortgagee of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of any lien, no forbearance on the part of the Mortgagee to collect on the Secured Obligations, or any part thereof, no waiver of any right granted or remedy available to the Mortgagee and no action taken or not taken by the Mortgagee shall in any way have the effect of releasing the Mortgagor from full responsibility to the Mortgagee for the complete discharge of each and every of the Mortgagor's obligations hereunder.

2.17 Assignment of Leases and Mortgagor Collection of Rents and Profits.

(a) The Mortgagor hereby authorizes and directs any lessees or tenants of the Premises that, upon written notice from the Mortgagee, all Rents and Profits and all payments required under any Leases, or in any way respecting same, shall be made directly to the Mortgagee as they become due. The Mortgagor hereby relieves said lessees and tenants from any liability to the Mortgagor by reason of said payments being made to the Mortgagee after written notice from the Mortgagee. Nevertheless, until the Mortgagee notifies in writing said lessees and tenants to make such payments to the Mortgagee, the Mortgagor shall be entitled to collect all such Rents and Profits and/or payments. The Mortgagee is hereby authorized to give such notification upon the occurrence and during the continuance of any Event of Default and to maintain it in effect during the continuance thereof.

(b) Any and all Rents and Profits collected by the Mortgagee may be applied in the manner determined by Mortgagee in its sole discretion, including for payment of the Secured Obligations. Receipt by the Mortgagee of such Rents and Profits shall not constitute a waiver of any right the Mortgagee may enjoy under this Mortgage, the Loan Agreement or under the laws of the state in which the Premises is located, nor shall the receipt and application thereof cure any default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage, the Loan Agreement and the laws of the state in which the Premises is located, except to the extent that the amount so applied is sufficient to cure such default in full and all other conditions to the cure of such default set forth herein or in the Loan Agreement have been fully satisfied.

(c) The Mortgagee does not consent to, does not assume and shall not be liable for any obligation of the lessor under any of the Leases and all such obligations shall continue to rest upon the Mortgagor as though this assignment had not been made other than to the extent

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caused by the willful misconduct or gross negligence of the Mortgagee or any Person exercising the rights of the Mortgagee hereunder. The Mortgagee shall not be liable for the failure or inability to collect any Rents and Profits.

(d) Without limitation of the absolute nature of this assignment, the Mortgagor and the Mortgagee agree (i) this Mortgage shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Mortgage extends to property of the Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and Profits, and (c) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy.

2.18 Security Agreement. This Mortgage shall be construed as a security agreement under the Uniform Commercial Code with respect to the security interests granted herein. The Mortgagor warrants the name and address of the “Debtor” (which is the Mortgagor), are as set forth in the introductory paragraph of this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Mortgagor warrants the Mortgagor’s exact legal name is correctly set forth in the preamble of this Mortgage. The Mortgagor will not, without providing written notice to the Mortgagee on or before the date that is thirty (30) days (or such longer period as may be agreed to by the Mortgagee) following such event or occurrence, and without filing such amendments to any previously filed financing statements as the Mortgagee may reasonably require, change its registered legal name, be party to a merger, consolidation or other change in structure or use any trade name other than the trade names set forth for the Mortgagor in the Security Agreement, or take any other action which would necessitate the amendment, correction or re-filing of any financing statement. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property.

ARTICLE III

Event of Default

An event of default (“Event of Default”) shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an “Event of Default” as defined in the Loan Agreement.

ARTICLE IV

Acceleration; Foreclosure

4.1 Acceleration of Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, the entire balance of all or any portion of the Secured Obligations, including all accrued interest, shall, at the option of the Mortgagee, become immediately due and payable.

4.2 Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee may foreclose the lien of this Mortgage by judicial proceeding in a manner permitted by applicable law.

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4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law, be applied in the manner determined by Mortgagee in its sole discretion, including for payment of the Secured Obligations.

4.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and the purchaser at such sale, notwithstanding any language herein to the contrary, shall, to the maximum extent permitted by law, have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction to the extent permitted by applicable law.

ARTICLE V

Additional Rights and Remedies of Mortgagee

5.1 Rights Upon Maturity or an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, except for its own gross negligence or willful misconduct, and to the extent permitted by applicable law and subject to mandatory provisions of applicable law, may do or cause to be done any or all of the following: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend any income or Rents and Profits derived from the Premises for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the construction of Improvements on the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Loan Agreement, or the other Loan Documents, or to aid the execution of any power herein granted; (g) generally, supervise, manage, and contract with reference to the Premises as if the Mortgagee were equitable owner of the Premises; (h) seek the appointment of a receiver as provided in Section 5.2 below; (i) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, including, but not limited to, selling, leasing or otherwise disposing of any fixtures and personal property which is encumbered hereby at public sale, with or without having such fixtures or personal property at the place of sale, and upon such terms and in such manner as the Mortgagee may determine; (j) exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to the Tangible Personalty and Intangible Personalty; and (k)

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enforce any or all of the assignments or collateral assignments made in this Mortgage as additional security for the Secured Obligations. The Mortgagor also agrees any of the foregoing rights and remedies of the Mortgagee may be exercised at any time independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured or waived with the consent of the Mortgagee or until foreclosure and the conveyance of the Premises or until the Secured Obligations are satisfied or paid in full.

5.2 Appointment of Receiver. If any of the Secured Obligations are not paid upon maturity or upon the occurrence and continuance of an Event of Default, to the extent permitted by applicable law, the Mortgagee as a matter of right shall be entitled to institute a suit, action or proceeding for the appointment of a receiver or receivers for all or any part of the Premises, to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall become Secured Obligations, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Premises or the solvency of any Person or Persons liable for the payment of any Secured Obligations. Nothing herein is to be construed to deprive the Mortgagee of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by the Mortgagee in connection with any such receivership shall be a demand obligation (which obligation the Mortgagor hereby promises to pay) owing by the Mortgagor to the Mortgagee pursuant to this Mortgage.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Mortgagee stated anywhere in this Mortgage, the Loan Agreement or any of the other Loan Documents, except in respect of such Event of Default, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, in the Loan Agreement and in the other Loan Documents are cumulative and may, at the election of the Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Marshalling. To the fullest extent permitted under applicable law, the Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Secured Obligations and any other indebtedness secured hereby or to require the Mortgagee to pursue its remedies against any other such assets.

5.5 Protection of Premises. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, the Loan Agreement or any of the other Loan Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event the Mortgagee may act immediately, then, to the extent permitted by applicable law, the Mortgagee may take such actions, including, but not limited to, disbursements of such sums, as the Mortgagee in its sole reasonable discretion deems necessary to protect the Mortgagee's interest in the Premises.

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ARTICLE VI

General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "Lender" shall include any Person which may become a Lender by way of assignment in accordance with the terms of the Loan Agreement, together with their successors and permitted assigns. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

6.2 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.3 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.4 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts.

6.5 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Premises is located.

6.6 Relationship. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagee and mortgagor and nothing contained in the Loan Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower and mortgagee and mortgagor.

6.7 Covenants to Run with the Land; Joint and Several. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and the Mortgagor's interest therein and shall apply to, and bind the successors and assigns of, the Mortgagor. If there shall be more than one mortgagor with respect to the Mortgaged Property, all such Mortgagors' covenants, warranties and undertakings hereunder shall be joint and several.

6.8 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or

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hereafter acquired by the Mortgagee unless the Mortgagee shall have consented to such merger in writing.

6.9 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE MORTGAGOR AND THE MORTGAGEE SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE MORTGAGEE AND THE MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.10 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO THE MORTGAGEE, EACH OF THE MORTGAGOR AND MORTGAGEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS MORTGAGE, OR THE OBLIGATIONS HEREUNDER, OR MORTGAGEE'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

6.11 Mortgagee Appointed Attorney-in-Fact. Effective upon the occurrence and during the continuance of an Event of Default, the Mortgagor hereby appoints the Mortgagee its attorney-in-fact, with full power and authority in the place and stead of the Mortgagor and in the name of the Mortgagor, or otherwise, from time to time in the Mortgagee's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Mortgagee may deem necessary or advisable to accomplish the purposes hereof (but the Mortgagee shall not be obligated to and shall have no liability to the Mortgagor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable effective upon the occurrence and during the continuance of an Event of Default and shall automatically terminate with respect to Mortgagor on the termination of this Mortgage or, if sooner, upon the termination or release of Mortgagor hereunder. The Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

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6.12 Continuing Security Interest; Assignment. This Mortgage shall create a continuing lien on and security interest in the Mortgaged Property and shall (i) be binding upon the Mortgagor, its successors and assigns and (ii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee and each of its successors, transferees and assigns permitted in accordance with the terms of the Loan Agreement. No other Persons shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), the Mortgagee may assign or otherwise transfer any indebtedness held by it secured by this Mortgage to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject, however, to the provisions of the Loan Agreement. The Mortgagor agrees that its obligations hereunder and the security interest created hereunder shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Secured Obligations is rescinded or must otherwise be restored by the Mortgagee upon the bankruptcy or reorganization of Mortgagee or otherwise.

6.13 Termination; Release. When the Guaranty has terminated and when and all of the obligations of the Mortgagee to make any advance under the Loan Agreement shall have expired or been sooner terminated in accordance with the provisions of the Loan Agreement, this Mortgage shall terminate. Upon termination hereof or any release of the Mortgaged Property or any portion thereof in accordance with the provisions of the Loan Agreement, the Mortgagee shall promptly, upon the request and at the sole cost and expense of the Mortgagor, forthwith assign, transfer and deliver to the Mortgagor, against receipt and without recourse to or warranty by the Mortgagee, such of the Mortgaged Property to be released (in the case of a release) as may be in possession of the Mortgagee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

6.14 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Loan Agreement and unless in writing and signed by the Mortgagee. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Mortgagor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other Loan Document, no notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

6.15 Notices. Unless otherwise provided herein or in the Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Loan Agreement, if to the Mortgagor or the Mortgagee, addressed to it at the address set forth in the preamble of this Mortgage, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

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6.16 No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof.

6.17 Protection of Security. Mortgagee is hereby empowered but not required to advance and pay at any time any sum of money that in the sole judgment of Mortgagee may be necessary to perfect the title to the Mortgaged Property or to preserve the security intended to be given by this Mortgage, including but not limited to taxes, assessments and insurance premiums. Any and all sums so advanced and paid shall be made a part of the indebtedness secured hereby with interest at a rate equal to that in effect under the Loan Agreement from the date of such advance and shall be payable by the Mortgagor to Mortgagee upon demand. The Mortgagor hereby waives any and all claim or right against Mortgagee to any payment on, or offset against, the indebtedness by reason of any such payment by Mortgagee. Mortgagee shall, at its option, be entitled to be subrogated to any lien and claim paid by or with the moneys so advanced and hereby secured.

ARTICLE VII

Particular Provisions

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

7.1 Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their terms and to the fullest extent permitted by the law of such state, the Loan Agreement and other Loan Documents (aside from certain other Mortgages to be recorded outside New York) shall be governed by the internal law of the State of New York, without regard to principles of conflict of law. Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in the state where the Mortgaged Property is located. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the above written date.

MORTGAGOR:

SAL ASSET HOLDINGS, LLC,
a Delaware limited liability company

By 

Name: Karen Ward Procell

Title: General Counsel, Secretary and Executive
Vice President

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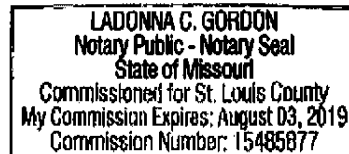
ACKNOWLEDGMENT

STATE OF MISSOURI)
) §
COUNTY OF ST. LOUIS)

On this 8th day of April in the year 2019 before me,
The undersigned, a Notary Public in and for said state, personally appeared Karen Ward Procell of SAL Asset Holdings, LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ladonna C Gordon
Notary Public
Printed Name: LADONNA C GORDON
My commission expires 8/3/2019



Prepared by
and after recording return to:
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: William A. Herzberger

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 TO 5, INCLUSIVE IN FOOTDALE SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/4 00 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 33.00 FEET HERETOFORE DEDICATED FOR SOUTH KILBOURN AVENUE) IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

P.I.N.: 19-22-121-017-0000; 19-22-121-034-0000

Street Address: 4439 West 63rd Street, Chicago, IL 60629

Exhibit A-1

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APPENDIX A

Local Law Provisions

1. Business Purpose. The proceeds of the indebtedness secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a “business loan” as that term is used in, and for all purposes of, 815 ILCS 205/4 (1) (c), and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of 815 ILCS 205/4(1)(l).

2. Maximum Secured. This Mortgage secures the payment of the Secured Obligations; provided, however that the total amount secured by this Mortgage shall not exceed an amount equal to Forty Million and No/100 Dollars (\$40,000,000.00).

3. Maturity; Interest. The Loan has a maturity date of December 27, 2019, which maturity date may be extended upon the terms and conditions set forth in the Loan Agreement, and bears interest at a fixed rate equal to the Interest Rate.

4. Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), the Mortgagor is hereby notified that unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage, the Mortgagee may purchase insurance at the Mortgagor’s expense to protect the Mortgagee’s interests in the Premises, which insurance may, but need not, protect the interests of the Mortgagor. The coverage purchased by the Mortgagee may not pay any claim made by the Mortgagor or any claim made against the Mortgagor in connection with the Premises. the Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained the insurance as required hereunder. If the Mortgagee purchases insurance, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total obligation secured hereby. The costs of such insurance may be greater than the cost of insurance the Mortgagor may be able to obtain for itself.

5. Illinois Mortgage Foreclosure Law. The Mortgagee shall be entitled to the following benefits, among others, pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (the “Act”):

5.1. The Mortgagor and the Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, the Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

5.2. Wherever provision is made in this Mortgage or the other Loan Documents for insurance policies to bear mortgagee clauses or other loss payable clauses

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or endorsements in favor of the Mortgagee, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale;

5.3. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, the Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Mortgaged Property, or at its request to have a receiver appointed, and such receiver, or the Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act;

5.4. The Mortgagor acknowledges that the Mortgaged Property does not constitute "agricultural real estate", as said term is defined in Section 15-1201 of the Act or "residential real estate" as defined in Section 15-1219 of the Act;

5.5. The Mortgagor hereby voluntarily and knowingly waives its statutory rights to reinstatement and redemption pursuant to 735 ILCS Section 5/15-1601(b) on its own behalf and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under the Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof;

5.6. All advances, disbursements and expenditures made or incurred by the Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage, the Loan Agreement, any other Loan Document or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b) (5) of Section 5/15-1302 of the Act.

5.7. Conflicts with the Act. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

6. Future Advances: Revolving Credit. The Mortgagee is obligated under the terms of the Loan Agreement to make advances as provided therein, and the Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(3) of the Act. That portion of the Secured Obligations which comprises the principal amount then outstanding of the Loans constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant

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to the terms and conditions of 205 ILCS 5/5(d). The Mortgagor covenants and agrees that this Mortgage shall secure the payment of all Loans and advances which are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of the Mortgagee or otherwise (but not advances or Loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advances is made. The lien of this Mortgage shall be valid as to all Secured Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Secured Obligations (including disbursements which the Mortgagee or Secured Parties may make under this Mortgage or any other Loan Document) at any time outstanding shall not exceed Forty Million and No/100 Dollars (\$40,000,000.00). This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including any statutory liens except taxes and assessments levied on the Mortgaged Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby.

7. Fixture Filing. This Mortgage constitutes a fixture filing under the Illinois Uniform Commercial Code and any other applicable Uniform Commercial Code, as modified and recodified from time to time, with respect to all personal property and fixtures owned by the Mortgagor and now or hereafter affixed or attached to, or installed in, or used in connection with, the Mortgaged Property, whether or not permanently affixed thereto, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof, including, without limitation, all Tangible Personalty, and excluding any Excluded Assets.

The Mortgagee shall have all the rights with respect to the personal property and fixtures afforded to it by the applicable Uniform Commercial Code, in addition to, but not in limitation of, the other rights afforded the Mortgagee by the Loan Documents. A carbon, photographic or other reproduction of this Mortgage shall be sufficient as a financing statement. The Mortgagee shall have the right at any time to file a manually executed counterpart or a carbon, photographic or other reproduction of this Mortgage as a financing statement in either the central or local UCC records of any jurisdiction wherein the Land is located, but the failure of the Mortgagee to do so shall not impair (i) the effectiveness of this Mortgage as a fixture filing as permitted by the applicable Uniform Commercial Code, or (ii) the validity and enforceability of this Mortgage in any respect whatsoever. The following information is included for purposes of meeting the requirements of a financing statement:

The name of the Debtor is: SAL ASSET HOLDINGS, LLC

The mailing address of the Debtor is: c/o Moran Foods, LLC, 400 Northwest Plaza Drive, St. Ann, Missouri, 63074, Attn: General Counsel

The name of the Secured Party is: SAL HOLDCO CORP, a Delaware corporation.

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The address of the Secured Party is: c/o Onex Partners, 712 Fifth Avenue, 40th Floor, New York, New York 10019.

This financing statement covers all of the Mortgagor's personal property and fixtures (whether now owned or hereafter acquired), other than Excluded Assets. The personal property and fixtures includes (i) goods which are or are to become fixtures on the Land, (ii) minerals or the like (including, without limitation, oil and gas) located on the Land, (iii) the Tangible Personalty, and (iv) all proceeds and products of the Tangible Personalty, in each case other than any Excluded Assets.

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