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Doc#. 1914049071 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/20/2019 01:22 PM Pg: 1 of 7

After recording return to:

Beverly Bank & Trust Company, N.A.
9801 W. Higgins Rd., 4th Floor
Rosemont, Illinois 60018
Attn: Loan Operations

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (this "Agreement") is made effective March 1, 2019 and entered into this 20th day of April, 2019, by and between SHARLEN ELECTRIC CO., an Illinois corporation ("Borrower"), FIRST MIDWEST BANK AS SUCCESSOR TRUSTEE TO STANDARD BANK AND TRUST COMPANY, A/T/U/T/A/D JUNE 16, 1983 A/K/A/T/# 301314-0 ("Mortgagor"); and BEVERLY BANK & TRUST COMPANY, N.A., a national banking association ("Bank").

RECITALS:

WHEREAS, on or about June 5, 2017, Bank made a certain Revolving Loan (the "Loan") to Borrower in the principal amount of Five Million Dollars (\$5,000,000);

WHEREAS, the unpaid Principal Amount of the Loan, as of March 1, 2019, is \$ 0 (together with all accrued and unpaid interest thereon, the "Existing Indebtedness");

WHEREAS, in order to evidence and secure the Loan, Borrower made, executed and delivered (or caused to be made, executed and delivered) to Bank the following documents (collectively, the "Loan Documents"), each of which, unless otherwise noted, is dated June 5, 2017:

- (i) Promissory Note (the "Revolving Note") in the principal sum of Five Million Dollars (\$5,000,000);
- (ii) Loan and Security Agreement (the "Loan Agreement");
- (iii) Mortgage, Security Agreement and Assignment of Rents (the "Mortgage"), recorded April 8, 2019 with the Cook County Recorder as document number

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1909855497, and encumbering the premises as legally described therein and commonly known as 9101 S. Baltimore Ave., Chicago, IL (the "Premises");

- (iv) Hazardous Substance Certificate And Indemnification Agreement;
- (v) UCC Financing Statement filed with the Illinois Secretary of State on March 20, 2019 as document number 024233839; and
- (vi) Such other usual and customary internal loan documents;

WHEREAS, Borrower has requested that Bank increase the Principal Amount of the Loan by \$2,000,000 to reflect a new Principal Amount of \$7,000,000, and extend the Revolving Loan Maturity Date from March 1, 2019 to May 1, 2021; and Bank is agreeable, but only on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals above are true and correct and incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. Reaffirmation/Acknowledgment of Existing Indebtedness. Borrower reaffirms the Existing Indebtedness, acknowledge and agree the Existing Indebtedness is and remains a valid obligation of Borrower, and represent and warrant to Bank that, as of the date hereof, there are no claims, setoffs or defenses to payment of the Existing Indebtedness by Borrower.

3. Modification of the Note.

(a) The Principal Amount of the Loan is increased by \$2,000,000 to reflect a new Principal Amount of \$7,000,000. Any and any and all references to the Principal Amount of the Loan contained in the Note or in any of the other Loan Documents shall now be deemed a reference to the new Principal Amount of the Loan (i.e., \$7,000,000).

(b) The Revolving Loan Maturity Date (as defined in the Section 5 of the Note) is extended from March 1, 2019 to May 1, 2021. Any and any and all references to the Revolving Loan Maturity Date contained in the Note or in any of the other Loan Documents shall now be deemed a reference to the new Revolving Loan Maturity Date (i.e., May 1, 2021).

4. Modification of the Loan Agreement.

(a) The defined term "Borrowing Base Amount", as defined in Section 1.1 of the Loan Agreement, is deleted in its entirety is and the following is substituted in its place:

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“Borrowing Base Amount” shall mean an amount equal to eighty percent (80%) of Borrower's Eligible Accounts (excluding any Retainage), plus the lesser of (i) 75% of the aggregate amount of any Retainage with respect to Borrower's Eligible Accounts, or (ii) \$750,000.00; provided, however, in no event shall the Borrowing Base Amount exceed \$7,000,000.00.

(b) The “Revolving Loan Commitment” shall now be deemed to mean: Seven Million Dollars (\$7,000,000). Any and all references to the Revolving Loan Commitment contained in the Loan Agreement or in any of the other Loan Documents, shall now be deemed a reference to the new Revolving Loan Commitment (i.e., \$7,000,000).

(c) The “Revolving Loan Maturity Date” shall now be deemed to mean: May 1, 2021. Any and all references to the Revolving Loan Maturity Date contained in the Loan Agreement or in any of the other Loan Documents shall now be deemed a reference to the new Revolving Loan Maturity Date (i.e., May 1, 2021).

(d) Section 7.7 (a) and Section 7.7 (b) of the Loan Agreement are deleted in their entirety and the following are respectively substituted in their place:

(a) **as soon as available, and in any event, within forty-five (45) days of each fiscal quarter end of Borrower, effective March 31, 2019, Borrower's CPA compiled financial statements, including, but not limited to, a balance sheet, a statement of income and cash flows for the fiscal quarter and the year-to-date statement for that portion of Borrower's fiscal year then elapsed;**

(b) **as soon as available, and in any event, within one hundred twenty (120) days of each fiscal year end of Borrower, effective December 31, 2019, the CPA reviewed financial statements of Borrower, including, but not limited to, a balance sheet, a statement of income and retained earnings and a statement of cash flows; and**

5. Waiver. Borrower hereby waives and affirmatively agrees not to challenge or otherwise pursue any or all defenses, counterclaims, causes of action, setoffs or other rights it may have now or in the future, to contest (a) any term, provision, condition or covenant of this Agreement or any of the Loan Documents, as amended; (b) the security interest of Bank in the Premises and any other collateral securing the Loan; or (c) the conduct of Bank in administering the Loan.

6. Bank Expenses. Borrower agrees to pay all costs, fees and expenses, including, but not limited to, attorneys' fees and expenses, incurred by Bank in connection with the preparation, closing and perfection of this Agreement. In addition, Borrower agrees to pay all costs, fees and expenses, including without limitation reasonable attorneys' fees and costs, in the event of enforcement by Bank of any of the terms and provisions of this Agreement.

7. Recording. This Agreement, at Bank's option shall be recorded against the Premises.

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8. **Ratification.** To the extent not inconsistent with this Agreement, the Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect. Each of the Loan Documents is hereby modified and amended so that all references to such documents, and/or any terms therein, shall be deemed to be a reference to the Loan Documents, and/or such terms, as hereby modified and amended.

9. **Agreement Controls.** In the event there are any inconsistencies between the terms and provisions of this Agreement and the terms and provisions of any of the Loan Documents, the terms and provisions of this Agreement shall control.

10. **Governing Law.** This Agreement and the other Loan Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the internal laws of the State of Illinois.

11. **Construction.** This Agreement shall not be construed more strictly against Bank merely by virtue of the fact that the same has been prepared by Bank or its counsel, it being recognized that Borrower and Bank have contributed substantially and materially to the preparation of this Agreement.

12. **Captions/Terms.** The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Any term not defined herein shall have the meaning ascribed to such term in the Loan Documents.

13. **Enforceability.** Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior versions, whether executed or not, and any and all other agreements, discussions, negotiations, or understandings, whether oral or written, between the parties with respect to the subject matter hereof.

15. **Amendment.** No amendment, waiver or modification of this Agreement shall be binding unless it is in writing signed by the parties hereto and dated subsequent to the date hereof.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, successors and assigns of each of the parties hereto.

17. **Counterparts.** This Agreement may be executed simultaneously or in multiple counterparts, and by electronic/pdf format, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument.


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IN WITNESS WHEREOF, Obligors have executed this First Loan Modification Agreement as of the date first above written.

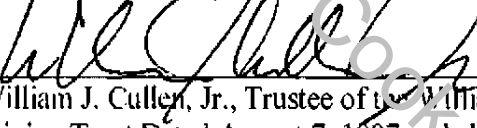
BORROWER:

SHARLEN ELECTRIC CO., an Illinois corporation

By: 
William J. Cullen, Jr., President

MORTGAGOR

FIRST MIDWEST BANK AS SUCCESSOR TRUSTEE
TO STANDARD BANK AND TRUST COMPANY
A/T/U/D/A/D JUNE 16, 1983 A/K/A/T/# 301314-0

By: 
William J. Cullen, Jr., Trustee of the William J. Cullen, Jr.
Living Trust Dated August 7, 1997, sole beneficiary with
sole power of direction

BANK:

BEVERLY BANK & TRUST COMPANY, N.A., a national
banking association

By: 
Louis V. Leonardi, III, EVP

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The undersigned, a Notary Public, in and for said County, in the State of Illinois, does hereby certify that William J. Cullen Jr., President of Sharlen Electric Co., an Illinois corporation and whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of the said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April, 2019.

[Handwritten Signature]
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

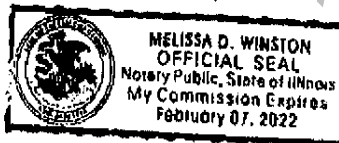


The undersigned, a Notary Public, in and for said County, in the State of Illinois, does hereby certify that William J. Cullen Jr., sole beneficiary and sole holder of power of direction of the subject Land Trust President, and whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of the said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April, 2019.

[Handwritten Signature]
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)



The undersigned, a Notary Public, in and for said County, in the State of Illinois, does hereby certify that Louis V. Leonardi, III, Executive Vice President of Beverly Bank & Trust Company, N.A., a national banking association and whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of the said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April, 2019.

[Handwritten Signature: Anna Rygiel]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 38, 39, 40, 41, 42, 43, 44, 45 AND 46 (EXCEPT THE EAST 12 FEET OF EACH LOT) IN BLOCK 68 IN THE SUBDIVISION BETWEEN CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN's: 26-06-405-001, 26-06-405-002, 26-06-405-003, 26-06-405-004 and 26-06-405-005

C/K/A: 9101 S. Baltimore Ave., Chicago, IL

Prepared by:

Ronald N. Lorenzini, Jr., Esq.
Lorenzini & Associates, Ltd.
16106 S. Rte 59
Plainfield, IL 60586

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