

# UNOFFICIAL COPY

Doc#: 1917233153 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/21/2019 10:29 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING MAIL  
TO:

Clark Hill PLC  
Attn: Chad M. Poznansky, Esq.  
130 E. Randolph Street, Suite 3900  
Chicago, Illinois 60601

2045-2111 East Pratt Boulevard,  
Elk Grove Village, Illinois

Tax PINS: 08-35-302-010-0000;  
08-35-302-013-0000; 08-35-302-  
014-0000; 08-35-302-015-0000;  
and 08-35-403-015-0000

1412-008871857

## EIGHTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS EIGHTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 29<sup>th</sup> day of May, 2019 by M3 NORTH AMERICA, LLC, an Illinois limited liability company (the "Mortgagor"), which has its chief executive office located at 2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of FIRST MIDWEST BANK, an Illinois banking corporation ("Mortgagee"), whose address is 180 North LaSalle Street, Chicago, Illinois 60601.

### WITNESSETH:

WHEREAS, Mortgagor, KLC Global Services, Ltd, an Illinois corporation ("KLC"), and O'Hare Cold, Co., an Illinois corporation ("O'Hare"), previously entered into that certain Loan and Security Agreement dated as of May 31, 2012, as amended (collectively, the "Original Loan Agreement") with Mortgagee, pursuant to which Mortgagee agreed to make loans to Mortgagor, KLC and O'Hare;

WHEREAS, Mortgagor, KLC, O'Hare and Riverpoint Property Trust, LLC, a Delaware limited liability company ("Riverpoint" together with Mortgagor, KLC and O'Hare, collectively, the "Original Borrowers"), subsequently entered into that certain Amended and Restated Loan and Security Agreement dated as of December 7, 2017 which amended and restated the Original

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Loan Agreement with Mortgagee, pursuant to which Mortgagee agreed to make loans to the Original Borrowers;

WHEREAS, Original Borrowers and Riverport Empire, LLC, an Illinois limited liability company ("Empire;" together with the Original Borrowers, the "Borrowers") subsequently entered into that certain First Amendment to that certain Amended and Restated Loan and Security Agreement dated as of May 14, 2018 (as may be further amended, modified, supplemented or restated from time to time, collectively, the "Restated Loan Agreement") with Bank, pursuant to which Bank agreed to make loans to the Borrowers;

WHEREAS, pursuant to the terms of the Original Loan Agreement, Mortgagor executed in favor of Mortgagee that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 31, 2012 which was recorded with the Recorder of Deeds of Cook County, Illinois on June 6, 2012 as Document Number 1215810069, as amended by that certain First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 30, 2014 which was recorded with the Recorder of Deeds of Cook County, Illinois on February 25, 2015 as Document Number 1505618029, that Second Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 18, 2015 which was recorded with the Recorder of Deeds of Cook County, Illinois on December 7, 2015 as Document Number 1534119099, that Third Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of June 20, 2016 which was recorded with the Recorder of Deeds of Cook County, Illinois on January 10, 2017 as Document Number 1701015098, that Fourth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 23, 2016 which was recorded with the Recorder of Deeds of Cook County Illinois on January 10, 2017 as Document Number 1701015099, that Fifth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 3, 2017 which was recorded with the Recorder of Deeds of Cook County Illinois on November 8, 2017 as Document Number 1731229067 and that Sixth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 7, 2017 which was recorded with the Recorder of Deeds of Cook County Illinois on February 26, 2018 as Document Number 1805749642, that Seventh Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 14, 2018 which was recorded with the Recorder of Deeds of Cook County Illinois on June 22, 2018 as Document Number 1817313044 (collectively, the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois as legally described on Exhibit A attached hereto (the "Premises"), and all of its estate, right, title and interest therein situated, lying and being in the County of Cook and State of Illinois;

WHEREAS, Borrowers have agreed to amend the Restated Loan Agreement (as amended, modified or restated from time to time, the "Loan Agreement"), pursuant to which the Mortgagee has agreed to, among other items, advance a new Term Loan to the Borrowers under the Loan Agreement; and

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

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. Recitals A and B to the Mortgage are hereby amended and restated to read as follows:

A. Mortgagee is making or has made certain loans (the "Loans") to Mortgagor, KLC Global Services, Ltd, an Illinois corporation ("KLC"), O'Hare Cold, Co., an Illinois corporation ("O'Hare"), Riverpoint Property Trust, LLC, a Delaware limited liability company ("Riverpoint"), Riverport Empire, LLC, an Illinois limited liability company ("Empire"; and together with Mortgagor, KLC, O'Hare and Riverpoint, collectively, the "Borrowers"), pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 7, 2017, by and among Borrowers and Mortgagee as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated May 14, 2018 and that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (as further amended, restated or modified from time to time, the "Loan Agreement"). The Loans consist of, but are not limited to, the following: (i) a revolving loan (the "Revolving Loan") in the maximum principal amount of \$3,750,000; (ii) a term loan (the "Term Loan A") in the original principal amount of \$3,826,218.32; (iii) a term loan (the "Term Loan B") in the original principal amount of \$916,623.83; (iv) a term loan ("Term Loan C") in the original principal amount of \$548,958.39; (v) a term loan ("Term Loan D") in the original principal amount of \$6,144,000; (vi) a term loan ("Term Loan E") in the original principal amount of \$2,535,166; (vii) a term loan ("Term Loan F") in the original principal amount of \$1,982,500; (viii) a term loan ("Term Loan G") in the original principal amount of \$457,500; and (ix) a term loan ("Term Loan H") in the original principal amount of \$2,000,000.

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B. Certain repayment obligations with respect to the Loans are evidenced by: (i) in connection with the Revolving Loan, a Revolving Note dated as of December 7, 2017, in the maximum principal amount of \$3,750,000 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Revolving Note"); (ii) in connection with Term Loan A, a Term Note A dated as of December 7, 2017, in the original principal amount of \$3,826,218.32 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note A"); (iii) in connection with Term Loan B, a Term Note B dated as of December 7, 2017 in the original principal amount of \$916,623.83 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note B"); (iv) in connection with Term Loan C, a Term Note C dated as of December 7, 2017, in the original principal amount of \$548,958.39 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note C"); (v) in connection with Term Loan D, a Term Note D dated as of December 7, 2017, in the original principal amount of \$6,144,000 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note D"); (vi) in connection with Term Loan E, a Term Note E dated as of December 7, 2017, in the original principal amount of \$2,535,166 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note E"); (vii) in connection with Term Loan F, a Term Note F dated as of May 14, 2018, in the original principal amount of \$1,982,500 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note F"); (viii) in connection with Term Loan G, a Term Note G dated as of May 14, 2018, in the original principal amount of \$457,500 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note G"); (ix) in connection with Term Loan H, a Term Note H dated as of the date hereof, in the original principal amount of \$2,000,000 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note H"); (x) in connection with the additional term loans to Riverpoint, (A) a Mortgage Note dated as of December 14, 2015 in

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the original principal amount of \$2,680,000 and (B) a Mortgage Note dated as of April 10, 2015 in the original principal amount of \$1,800,000 (said notes, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Additional Mortgage Notes"); (Revolving Note, Term Note A, Term Note B, Term Note C, Term Note D, Term Note E, Term Note F, Term Note G, Term Note H and the Additional Mortgage Notes, collectively, are sometimes referred to in this Mortgage as the "Notes"). The terms and provisions of the Notes and Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Notes and the Loan Agreement.

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Mortgage. Mortgagor expressly acknowledges and agrees that the Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms by Mortgagee against Mortgagor and Mortgagor expressly reaffirms its obligations under the Mortgage (as amended by this Amendment after giving effect to the execution of the new Term Note). Mortgagor further expressly acknowledges and agrees that Mortgagee has a valid, duly perfected, first priority and fully enforceable security interest in and lien against the Mortgaged Property therein as security for all Obligations Secured, as amended hereby after giving effect to the execution of the new Term Note. Mortgagor agrees that it shall not dispute the validity or enforceability of the Mortgage or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Mortgagee's security interest in or lien against any item of Mortgaged Property, in any judicial, administrative or other proceeding.

5. Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on May 31, 2012.

6. Effectuation. The amendments to the Mortgage contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

**(Signature Page Follows)**

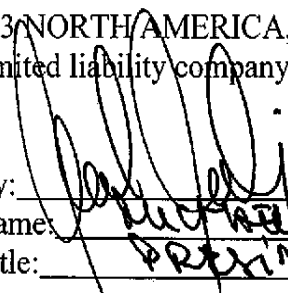
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*(Signature Page to Eighth Amendment to Mortgage)*

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

**MORTGAGOR:**

M3 NORTH AMERICA, LLC, an Illinois limited liability company

By:   
Name: \_\_\_\_\_  
Title: PREMIER

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Anna Galej, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Madej, the member of M3 NORTH AMERICA, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22<sup>nd</sup> day of May, 2019.

Anna Galej  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/7/2022



*THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO:*

Clark Hill PLC  
Attn: Chad M. Poznansky, Esq.  
130 E. Randolph Street, Suite 3900  
Chicago, Illinois 60601

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 2:

LOT 5 (EXCEPT THE WEST 865.0 FEET THEREOF) IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION ON SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE WEST 865 FEET OF LOT 5 IN CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST 865 FEET OF LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 865 FEET OF LOT 5, 10.0 FEET; THENCE SOUTHWESTERLY 70.75 FEET, MORE OR LESS, TO A POINT OF THE SOUTH LINE OF LOT 5, 70.0 FEET WEST OF THE PLACE OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF LOT 5, 70.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE WEST 50.98 FEET OF LOT 9 IN CENTEX INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THE EAST 235 FEET OF THE WEST 865 FEET OF LOT 5 (EXCEPT THAT PART OF SAID LOT 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST 865 FEET OF LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 865 FEET OF LOT 5, 10.0 FEET; THENCE SOUTHWESTERLY 70.75 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 5 WHICH IS 70.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF LOT 5, 70.0 FEET TO THE POINT OF BEGINNING) ON CENTEX INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2045-2111 East Pratt Boulevard, Elk Grove Village, Illinois

Tax PINS: 08-35-302-010-0000; 08-35-302-013-0000; 08-35-302-014-0000; 08-35-302-015-0000; and 08-35-403-015-0000