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RHSP FEE: \$9.00 RPRF FEE: \$1.00  
EDWARD H. MOODY  
COOK COUNTY RECORDER OF DEEDS  
DATE: 08/23/2019 03:47 PM PG: 1 OF 6

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**SKOKIE ISTP LLC,**  
a Delaware limited liability company

and

**PFP V SUB IV, LLC,**  
a Delaware limited liability company

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**AMENDMENT TO MORTGAGE**

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Dated: As of August 9, 2019

Property Location: 8030, 8035, 8045 and 8055 Lamson Avenue, 4855, 4900, 4901, 4966, 4970 & 4976 Searle Parkway, 8031, 8131, 8135 & 8141 Niles Avenue, 4930 Oakton St. & 4900 W. Oakton St., Cook County, Skokie, Illinois

Permanent Index Number: 10-21-415-037-0000, 10-21-415-041-0000, 10-21-415-032-0000, 10-21-402-104-0000, 10-21-402-105-0000, 10-21-402-106-0000, 10-21-411-023-0000, 10-21-415-024-0000, 10-21-415-025-0000, 10-21-415-030-0000, 10-21-415-033-0000, 10-21-415-034-0000, 10-21-415-035-0000, 10-21-415-036-0000, 10-21-415-038-0000, 10-21-415-039-0000 and 10-21-415-040-0000

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

**POLSINELLI**  
900 West 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
Attention: Maribeth S. McMahon

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## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "**Amendment**") dated and effective as of the 9th day of August, 2019, is made by and between **SKOKIE ISTP LLC**, a Delaware limited liability company, having an office at 8114 North Lawndale Avenue, Skokie, Illinois 60076 (together with its successors and permitted assigns, "**Borrower**"), and **PFP V SUB IV, LLC**, a Delaware limited liability company, having an office at c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 1915, Chicago, Illinois 60601 (together with its successors and assigns, "**Lender**").

### RECITALS

The following recitals are a material part of this Amendment:

A. Borrower borrowed from PFP Holding Company V, LLC, a Delaware limited liability company ("**Original Lender**") the maximum principal amount of up to \$73,500,000 (the "**Loan**") pursuant to a Loan Agreement between Borrower and Original Lender dated as of January 26, 2017 (the "**Loan Agreement**"), for the financing of certain property located in Cook County, Illinois which is commonly known as Illinois Science and Technology Park, and legally described on Exhibit A attached hereto and incorporated by reference (the real estate, together with all improvements thereon and personal property associated therewith, is hereinafter collectively called the "**Property**"). All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement, or if not defined therein, in the other Loan Documents (as defined in the Loan Agreement).

B. As security for the Loan, Borrower has executed and delivered to Original Lender a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing encumbering Borrower's interest in the Property, which is recorded in the Office of the Recorder of Deeds for Cook County, Illinois on January 27, 2017, as Document Number 1702719079 (as assigned, amended and modified, the "**Security Instrument**").

C. Lender is the assignee of all of Original Lender's interests in the Loan, Loan Agreement, Security Instrument and other Loan Documents and Lender is the current holder thereof (subject to the rights of any lender providing financing to Lender under any applicable credit facility, including credit in the form of repurchase agreement facility).

D. Pursuant to that certain Amendment to Loan Agreement and Other Loan Documents dated the date hereof ("**Modification Agreement**"), Borrower and Lender have agreed to modify certain terms of the Loan and Loan Documents, as described in the Modification Agreement.

E. Lender and Borrower have agreed to execute this Amendment to give record notice of the Modification Agreement and to modify the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

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1. **Notice of Modification Agreement.** Record notice of the Modification Agreement and of the rights created thereby is hereby given and confirmed.

2. **Modification of the Security Instrument.** The terms and conditions of the Security Instrument are amended to conform to the amendments and modifications to the Loan Documents set forth in the Modification Agreement. Accordingly, all references to "\$73,500,000" as the maximum principal amount of the Loan in the Security Instrument are deleted and are hereby replaced with "\$78,500,000."

3. **No Other Modifications.** Except as expressly set forth herein, all of the terms and conditions of the Security Instrument shall remain unmodified and in full force and effect and Borrower hereby confirms and ratifies such document and will perform and comply with the terms and conditions thereof, as modified and amended hereby.

4. **No Impairment.** Nothing in this Amendment shall be deemed to or shall in any manner prejudice or impair any of the Loan Documents or any security granted or held by Lender for the Loan or the original priority of the Security Instrument or any of the other Loan Documents. This Amendment shall not be deemed to be nor shall it constitute, any alienation, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or any of the other Loan Documents or the terms and conditions of or any rights, powers or remedies under such documents, except as expressly set forth herein.

5. **General.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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## EXHIBIT A

### Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Skokie, County of Cook, State of Illinois.

#### **PARCEL 1 (Fee Simple):**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Plat of Illinois Science and Technology Park Subdivision, being a Subdivision of part of the East 1/2 of the South East 1/4 of Section 21, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 12, 2007 as Document 0707160070, in Cook County, Illinois.

#### **PARCEL 2 (Fee Simple):**

Lot 1 (except the East 446 feet thereof as measured on the South line and except the north 16 feet thereof) in Clara Biameuser's Oakton Street Subdivision, being a Resubdivision of the South 146 feet of Lot 3 and that part of Lot 4 which lies West of the Westerly right of way line of the Chicago and Northwestern Railway (excepting therefrom the South 7 feet of said Lots 3 and 4 taken for widening of Oakton Street) in the Subdivision of Lot 2 in the Subdivision of the South 105 acres of the South East 1/4 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

#### **PARCEL 3 (Fee Simple):**

Lot 1 in Eugene M. Haegle Subdivision in the East 1/2 of the South East 1/4 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

#### **PARCEL 4 (Easement):**

Together with appurtenant rights as set forth in Reciprocal Grant of Easement dated November 4, 1993 and recorded on November 9, 1993 in the Cook County, Illinois Recorder's Office as Document No. 93909943.

NOTE: Being Parcel No. 10-21-415-037-0000, 10-21-415-041-0000, 10-21-415-032-0000, 10-21-402-104-0000, 10-21-402-105-0000, 10-21-402-106-0000, 10-21-411-023-0000, 10-21-415-024-0000, 10-21-415-025-0000, 10-21-415-030-0000, 10-21-415-033-0000, 10-21-415-034-0000, 10-21-415-035-0000, 10-21-415-036-0000, 10-21-415-038-0000, 10-21-415-039-0000 and 10-21-415-040-0000, of the City of Skokie, County of Cook.