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Doc#: 2117410103 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/23/2021 11:01 AM Pg: 1 of 11

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PINS: 17-17-219-001-0000;
17-17-219-002-0000; and
17-17-219-003-0000

COMMON ADDRESS:
929 W. Adams Street
Chicago, Illinois 60607

CCH1802700LS

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FIRST AMENDMENT TO MORTGAGE DOCUMENTS

This First Amendment to Mortgage Documents (this "First Amendment"), made and entered into as of June 16, 2021, is by and between MCRGAN-JACKSON PROPERTIES COMPANY, an Illinois corporation ("Mortgagor"), and CIBC Bank USA, in its capacity as agent ("Administrative Agent") for the lenders party to the Credit Agreement referred to below (the "Lenders"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, Lenders have provided or will provide certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to The Walsh Group Ltd., an Illinois corporation ("WGL"), Walsh Construction Company, an Illinois corporation ("WCC"), Archer Western Contractors, LLC, a Delaware limited liability company ("AW Contractors"), Walsh Construction Company Canada, an Illinois corporation ("WC Canada"), Walsh Construction Group, LLC, an Illinois limited liability company ("WCG"), WCC Construction Canada, ULC, an unlimited liability corporation formed under the laws of British Columbia ("WCCULC"), Walsh Construction Company II LLC, an Illinois limited liability company ("WCCII"), Archer Western Construction, LLC, an Illinois limited liability company ("AW Construction"), Walsh Federal, LLC, an Illinois limited liability company ("WL"), Walsh Puerto Rico, LLC, an Illinois limited liability company ("WPR"), Walsh Global, LLC, an Illinois limited liability company ("WG"), and Archer Western Construction of New Mexico, LLC, a New Mexico limited liability company ("AWNM"), and together with WGL, WCC, AW Contractors, WC Canada, WCG, WCCULC, WCCII, AW Construction, WL, WPR, and WG are each individually a "Borrower" and collectively, "Borrowers"), pursuant to: (i) that certain Credit Agreement dated as of November 30, 2018, as amended by that certain First Amendment to Credit Agreement dated as of April 1, 2019, that certain Second Amendment to Credit Agreement dated as of May 28, 2020, and that certain Third Amendment to Credit Agreement of even date herewith (the "Third Amendment to Credit Agreement"), each by and among Mortgagor, Borrowers, the other Loan Parties thereto, Administrative Agent and Lenders (as further amended, renewed, restated or replaced from time to time, collectively the "Credit Agreement"); (ii) that certain Mortgage and Security Agreement dated as of November 30, 2018, executed and delivered by Mortgagor to Administrative Agent for the benefit of Lenders, and recorded with the Cook County Recorder of Deeds on December 17, 2018, as document number 1835141070, encumbering the Premises (the

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“Mortgage”); (v) that certain Assignment of Rents and Lessor’s Interest in Leases dated as of November 30, 2018, executed and delivered by Mortgagor to Administrative Agent for the benefit of Lenders, and recorded with the Cook County Recorder of Deeds on December 17, 2018, as document number 1835141071, encumbering the Premises (the “Assignment of Rents”); and (vi) the other agreements, documents and instruments referenced in the foregoing or executed and delivered pursuant thereto or in connection therewith;

WHEREAS, contemporaneously herewith, Borrowers desire Lenders to, among other things, (i) provide a new term loan facility in the principal amount of \$50,000,000, (ii) and join Wells Fargo Bank, National Association as a Lender under the Credit Agreement (collectively, the “Additional Financial Accommodations”), in each case pursuant to the Third Amendment to Credit Agreement;

WHEREAS, Lenders are willing to provide the Additional Financial Accommodations, provided, among other things, Mortgagor executes and delivers this First Amendment to Administrative Agent for the benefit of Lenders; and

WHEREAS, Mortgagor acknowledges and agrees that (a) Mortgagor is benefited by the Additional Financial Accommodations provided by Lenders to Borrowers, (b) Mortgagor’s execution and delivery of this First Amendment is a material inducement to Lenders providing the Additional Financial Accommodations to Borrowers, and (c) without this First Amendment, Lenders would not have provided the Additional Financial Accommodations to Borrowers.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Administrative Agent hereby agree as set forth in this First Amendment.

1. Definitions/Recitals. Except as expressly set forth in this First Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage, as amended hereby. The recitals set forth above are hereby restated in their entirety and made a part of this First Amendment and the defined terms set forth in the recitals are hereby incorporated into the Mortgage.

2. Amendment to Mortgage. Effective as of the date of this First Amendment, the Mortgage is hereby amended as follows:

A. Recital. The first recital paragraph beginning with “Whereas” is hereby amended by deleting such paragraph in its entirety and substituting therefor the following:

“WHEREAS, Lenders are providing certain loans, letters of credit, extensions of credit and other financial accommodations (the “Financial Accommodations”) to The Walsh Group Ltd., an Illinois corporation (“WGL”), Walsh Construction Company, an Illinois corporation (“WCC”), Archer Western Contractors, LLC, a Delaware limited liability company (“AW Contractors”), Walsh Construction Company Canada, an Illinois corporation (“WC Canada”), Walsh Construction Group, LLC, an Illinois limited liability company (“WCG”), WCC Construction Canada, ULC, an unlimited liability corporation formed under the laws of British Columbia (“WCCULC”), Walsh Construction Company II, LLC, an Illinois limited liability company (“WCCII”), Archer Western Construction, LLC, an Illinois limited liability company (“AW Construction”), Walsh Federal, LLC, an Illinois limited liability company (“WL”), Walsh Puerto Rico, LLC, an Illinois limited liability company (“WPR”), Walsh Global, LLC, an Illinois limited liability company (“WG”), and Archer

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Western Construction of New Mexico, LLC, a New Mexico limited liability company ("AWNLM", and together with WGL, WCC, AW Contractors, WC Canada, WCG, WCCULC, WCCII, AW Construction, WL, WPR, and WG are each individually a "Borrower" and collectively, "Borrowers"), pursuant to (i) that certain Credit Agreement dated as of November 30, 2018, as amended by that certain First Amendment to Credit Agreement dated as of April 1, 2019, that certain Second Amendment to Credit Agreement dated as of May 28, 2020, and that certain Third Amendment to Credit Agreement dated as of June 16, 2021, each by and among Mortgagor, Borrowers, the other Loan Parties thereto, Administrative Agent and Lenders (as further amended, renewed, restated or replaced from time to time, collectively the "Credit Agreement"); (ii) one or more promissory notes executed and delivered by Borrowers to Lenders, as such notes may be amended, renewed or restated from time to time, evidencing all unreimbursed draws under the Letters of Credit and outstanding Revolving Loans provided under the Credit Agreement in an aggregate outstanding amount for all such unreimbursed draws and outstanding Revolving Loans at any one time not to exceed \$125,000,000 (as amended, renewed or restated from time to time, the "Letter of Credit/Revolving Loan Notes"); (iii) one or more promissory notes executed and delivered by Borrowers to Lenders, as such notes may be amended, renewed or restated from time to time evidencing the Term A Loans in the original principal amount of \$50,000,000 (as amended, renewed or restated from time to time, the "Term A Notes"); (iv) that certain Guaranty and Collateral Agreement dated as of November 30, 2018, by and among the Mortgagor, Borrowers, the other "Grantors" (as defined therein), and Administrative Agent for the benefit of Lenders (the "Guaranty and Collateral Agreement") and (v) the other agreements, documents and instruments executed and delivered in connection with the foregoing. Capitalized terms used but not otherwise defined herein are used herein as defined in the Credit Agreement."

B. Amended Definitions. Section 1.2 of the Mortgage is hereby amended by substituting the definitions set forth below for the corresponding definitions set forth in the Mortgage:

"Liabilities": shall mean any and all of Mortgagor's obligations under this Mortgage, the Guaranty and Collateral Agreement and any and all Obligations, Hedging Obligations, Bank Product Obligations, demands, monies, liabilities, covenants or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from the Borrowers and/or any one or more of them to Administrative Agent, Lenders, or any Lender, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, in each case pursuant to the terms and provisions of the Credit Agreement, this Mortgage, the Notes, any of the other Loan Documents, the Bank Product Agreements or the Hedging Agreements, including, without limitation, all reimbursement obligations under Letters of Credit, the Revolving Loans, the Term A Loans and all other Loans.

"Notes": shall mean any promissory notes executed and delivered by Borrowers or any Borrower to Lenders or any Lender pursuant to the Credit Agreement from time to time, including, without limitation, the Letter of Credit/Revolving Loan Notes and the Term A Notes.

C. Loans Conveyance and Interest Rates. Section 2.1 of the Mortgage is hereby deleted in its entirety and substituted therefor the following:

"2.1 To secure the full and timely payment and performance by the Obligors of the Liabilities and Covenants, Mortgagor does hereby does warrant, grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to Administrative Agent, its successors and assigns, for the benefit of the Lenders and their

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respective successors and assigns, the Mortgaged Property, whether real, personal or mixed. This Mortgage is given to secure not only present Liabilities but also future advances, modifications, extensions, and renewals of any of the Liabilities, whether such advances, modifications, extensions, and renewals are obligatory or are to be made at the option of Lenders or otherwise. Notwithstanding anything contained herein to the contrary, the Liabilities secured hereunder shall in no event exceed Three Hundred Fifty Million and no/100 Dollars (\$350,000,000.00)."

D. Miscellaneous. Section 7.5 of the Mortgage is hereby deleted in its entirety and substituted therefor the following:

"7.5 This Mortgage is given to secure, among other things, the Liabilities. This Mortgage shall secure not only presently existing indebtedness under the other Loan Documents, but also future advances, whether such advances are obligatory, to be made at the option of Lenders and/or the Administrative Agent, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the Champaign County Recorder's Office where this Mortgage is recorded. The total amount of the indebtedness secured hereby, including, but not limited to, any disbursements which Administrative Agent or any Lender may make under this Mortgage or the other Loan Documents, at any one time outstanding shall not exceed the principal amount of Three Hundred Fifty Million and no/100 Dollars (\$350,000,000.00), plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property, and any other costs, fees, expenses or other indebtedness owed by Mortgagor to Administrative Agent or any Lender pursuant to this Mortgage or the other Loan Documents. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law."

3. Amendment to Assignment of Rents. Effective as of the date of this First Amendment, the Assignment of Rents is hereby amended as follows:

A. Background. Section I.A of the Assignment of Rents is hereby deleted in its entirety and substituted therefor the following:

"A. Lenders have provided or will continue to provide certain loans, letters of credit, extensions of credit and other financial accommodations (the "Financial Accommodations") to The Walsh Group Ltd., an Illinois corporation, Walsh Construction Company, an Illinois corporation, Archer Western Contractors, LLC, a Delaware limited liability company, Walsh Construction Company Canada, an Illinois corporation, Walsh Construction Group, LLC, an Illinois limited liability company, WCC Construction Canada, ULC, an unlimited liability corporation formed under the laws of British Columbia, Walsh Construction Company II, LLC, an Illinois limited liability company, Archer Western Construction, LLC, an Illinois limited liability company, Walsh Federal, LLC, an Illinois limited liability company, Walsh Puerto Rico, LLC, an Illinois limited liability company, Walsh Global, LLC, an Illinois limited liability company, and Archer Western Construction of New Mexico, LLC, a New Mexico limited liability company (each a "Borrower" and collectively "Borrowers"), pursuant to (i) that certain that certain Credit Agreement dated as of November 30, 2018, as amended by that certain First Amendment to Credit Agreement dated as of April 1, 2019, that certain Second Amendment to Credit Agreement dated as of May 28, 2020, and that certain Third Amendment to Credit Agreement dated as of June 16, 2021, each by and among Mortgagor, Borrowers, the other Loan Parties thereto, Administrative Agent and Lenders (as further amended,

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renewed, restated or replaced from time to time, collectively the "Credit Agreement"); (ii) one or more promissory notes executed and delivered by Borrowers to Lenders, as such notes may be amended, renewed or restated from time to time, evidencing all unreimbursed draws under the Letters of Credit and outstanding Revolving Loans provided under the Credit Agreement in an aggregate outstanding amount for all such unreimbursed draws and outstanding Revolving Loans at any one time not to exceed \$125,000,000 (as amended, renewed or restated from time to time, the "Letter of Credit/Revolving Loan Notes"); (iii) one or more promissory notes executed and delivered by Borrowers to Lenders, as such notes may be amended, renewed or restated from time to time evidencing the Term A Loans in the original principal amount of \$50,000,000 (as amended, renewed or restated from time to time, the "Term A Notes"); (v) that certain Guaranty and Collateral Agreement by and among the Mortgagor, the other "Grantors" (as defined therein), the Borrowers and Administrative Agent for the benefit of Lenders (the "Guaranty and Collateral Agreement"); and (vi) the other agreements, documents and instruments executed and delivered in connection with the foregoing."

B. Obligations Secured. Section II.A of the Assignment of Rents is hereby deleted in its entirety and substituted therefor the following:

"A. To secure the full and timely payment and performance by Mortgagor and/or Borrowers of the Liabilities, including, without limitation, all Letter of Credit Obligations, all Loans and all other liabilities evidenced by or referenced in this Assignment, the Credit Agreement, the Notes, the other Loan Documents, the Hedging Agreements, and the Bank Product Agreements, Mortgagor hereby grants, conveys, transfers and assigns to Administrative Agent for the benefit of the Lenders:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income")."

4. Liabilities Secured. Mortgagor and Administrative Agent acknowledge and agree that the Mortgage and the Assignment of Rents secure all Liabilities, whether now existing or hereafter arising, including, without limitation, all reimbursement obligations under Letters of Credit, the Revolving Loans, the Term A Loans and all other Loans from time to time issued under the Credit Agreement.

5. Borrowers. All references to "Borrower" and "Borrowers" in the Mortgage and the Assignment of Rents shall mean WGL, WCC, AW Contractors, WC Canada, WCG, WCCULC, WCCII, AW Construction, WL, WPR, WG, AWNM and any other Person who becomes a party to the Credit Agreement, both individually and collectively, and jointly and severally.

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6. Reaffirmation of Mortgage and Assignment of Rents. Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, each as amended hereby.

7. Severability. Wherever possible, each provision of this First Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this First Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this First Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

8. Fees, Costs and Expenses. Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lenders, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this First Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.

9. Choice of Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

10. Conflict. If, and to the extent, the terms and provisions of this First Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this First Amendment shall govern and control; provided, however, to the extent the terms and provisions of this First Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents as amended by this First Amendment, shall remain in and have their intended full force and effect, and Administrative Agent, on behalf of Lenders, and Mortgagor hereby affirm, confirm and ratify the same.

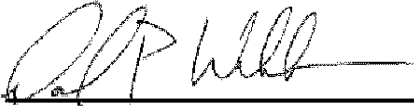
11. Waiver of Jury Trial. MORTGAGOR AND ADMINISTRATIVE AGENT, ON BEHALF OF LENDERS, EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of Lenders, and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

MORGAN-JACKSON PROPERTIES COMPANY,
an Illinois corporation

By: 

Daniel P. Walsh, President
of the foregoing company

CIBC BANK USA,
as Administrative Agent

By: _____
Frank Condellire, Managing Director

Property of Cook County Clerk's Office

[Signature page to First Amendment to Mortgage Documents (Morgan-Jackson Properties Company)]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of Lenders, and Mortgagor have caused this First Amendment to be executed and delivered by their duly authorized manager or officer, as the case may be, as of the date first set forth above.

MORGAN-JACKSON PROPERTIES COMPANY,
an Illinois corporation

By: _____
Daniel P. Walsh, President
of the foregoing company

CIBC BANK USA,
as Administrative Agent

By:  _____
Frank Condellire, Managing Director

[Signature page to First Amendment to Mortgage Documents (Morgan-Jackson Properties Company)]

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Joy T. Yniguez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel P. Walsh, who is personally known to me to be the President of Morgan-Jackson Properties Company, an Illinois corporation, subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of May, 2021.



Joy T. Yniguez
Notary Public

My Commission Expires:

10/9/2021

[Notary page to First Amendment to Mortgage Documents (Morgan-Jackson Properties Company)]

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, IVAN SELEMBER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank Condellire, who is personally known to me to be a Managing Director of CIBC Bank USA, as Administrative Agent, subscribed to the foregoing First Amendment to Mortgage Documents, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3RD day of JUNE, 2021.

Ivan Selember
Notary Public



My commission expires:
02-22-2025

[Notary page to First Amendment to Mortgage Documents (Morgan-Jackson Properties Company)]

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EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15 AND 16 AND SUB-LOTS 1 TO 5, INCLUSIVE, IN THE SUBDIVISION OF LOTS 9 AND 10, ALL IN BLOCK 14 IN DUNCAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 929 West Adams Street, Chicago, Illinois 60607

PIN(s): 17-17-219-001-0000; 17-17-219-002-0000; and 17-17-219-003-0000

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