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Doc#: 2220912327 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
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This Document Prepared By
and After Recording Return to:

Mark R. O'Meara, Esq.
Chapman and Cutler
320 South Canal Street
Chicago, Illinois 60606

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S
USE ONLY

EIGHTH SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Eighth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of July 20, 2022 (the "*Supplement*"), is being entered into between CIMA Developers Limited Partnership (f/k/a Angel Associates Limited Partnership), an Illinois limited partnership, with its principal place of business and mailing address at c/o Parent Petroleum Inc., 37 W 370 Route 38, St. Charles, Illinois 60175 (hereinafter referred to as "*Mortgagor*") and BMO Harris Bank N.A., a national banking association with its mailing address at BMO Tower, 320 South Canal Street, Chicago, Illinois 60606 (hereinafter referred to as "*Mortgagee*");

WITNESSETH THAT:

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Fee and Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of December 11, 2009, and recorded in the Recorder's Office of Cook County, Illinois on January 13, 2010, as Document No. 1001322035, as modified by (i) that certain First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of June 8, 2012, and recorded in the Recorder's Office of Cook County, Illinois on September 13, 2012, as Document No. 1225744109, (ii) that certain Second Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 2012, and recorded in the Recorder's Office of Cook County, Illinois on February 11, 2013, as Document No. 1304257056, (iii) that certain Third Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of November 18, 2013, and recorded in the Recorder's Office of Cook County, Illinois on November 25, 2013, as Document No. 1332939101, (iv) that certain Fourth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 18, 2014, and recorded in the Recorder's Office of Cook County, Illinois on April 23, 2014, as Document No. 1411334055, (v) that certain Fifth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of

8th Supplement to Leasehold Mortgage (Cook County) (3100
Cicero Avenue) (2022).docx
1922954

Cook County
3100 Cicero Avenue, Cicero, Illinois

NCS-331460034D-CHI/ LC

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July 8, 2014, and recorded in the Recorder's Office of Cook County, Illinois on July 1, 2014, as Document No. 1419750126, (vi) that certain Sixth Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of April 16, 2019, and recorded in the Recorder's Office of Cook County, Illinois on April 29, 2019, as Document No. 1911908034, and (vii) that certain Seventh Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of November 17, 2020, and recorded in the Recorder's Office of Cook County, Illinois on January 4, 2021, as Document No. 2100422006 (the aforesaid mortgage, as amended, is referred to herein as the "*Mortgage*"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Mortgagor and Parent Petroleum Inc., an Illinois Corporation ("*Parent*" and together with Mortgagor, the "*Borrowers*") now or from time to time owing to Mortgagee;

WHEREAS, the Mortgage currently secures, among other things, (i) a Term Note of Mortgagor dated November 17, 2020 and payable to the order of Mortgagee in the original principal amount of \$17,662,391.21 (the "*Cima Term Loan*"), (ii) a Term Note of Parent dated November 17, 2020 and payable to the order of Mortgagee in the original principal amount of \$23,225,000.00 (the "*Parent Term Loan*"), (iii) a Delayed Draw Term Note dated November 17, 2020 and payable to the order of Mortgagee in the original principal amount of \$3,000,000 (the "*Delayed Draw Term Loan*"), and (iv) a Revolving Note of Parent dated November 17, 2020 and payable to the order of Mortgagee in the principal amount of up to \$5,000,000 (the "*Revolving Loan*");

WHEREAS, concurrently herewith, the Borrowers, the Guarantors from time to time party thereto, and Mortgagee have entered into that certain Fourth Amendment to Amended and Restated Credit Agreement dated as of July 20, 2022 (as amended, restated, supplement or otherwise modified from time to time, the "*Fourth Amendment*"), pursuant to which, among other things, Mortgagee extended to (i) Mortgagor a term loan in the original principal amount of \$18,414,118.51 (the "*Cima Term Loan*"), (ii) Parent a term loan in the original principal amount of \$8,711,354.23 (the "*Parent Term Loan*"), (iii) Mortgagor a delayed draw term loan in the original principal amount of up to \$15,000,000 (the "*Delayed Draw Term Loan*"), and (iv) Parent a revolving credit facility from which to make revolving loans and issue standby and commercial letters of credit to Parent in the principal amount of up to \$5,000,000 (the "*Revolving Loan*");

WHEREAS, the Borrowers are justly and truly indebted to Mortgagee for loans and advances by (i) that certain Cima Term Note of the Mortgagor dated as of July 20, 2022 and payable to the order of Mortgagee in the original principal amount of \$18,414,118.51, whereby Mortgagor promises to pay said principal sum together with interest thereon at the rates and the times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 20, 2027 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Cima Term Note*"), (ii) that certain Parent Term Note of the Parent dated as of July 20, 2022 and payable to the order of Mortgagee in the original principal amount of \$8,711,354.23 whereby Parent promises to pay said principal sum together with interest thereon at the rates and the times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 20 2027 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Parent Term Note*"); (iii) that certain Delayed Draw Term Note of

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the Mortgagor dated as of July 20, 2022, and payable to the order of Mortgagee in the original principal amount of \$15,000,000, whereby Mortgagor promises to pay said principal sum together with interest thereon at the rates and the times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 20, 2027 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Delayed Draw Term Loan Note*" and together with the Cima Term Note and the Parent Note collectively referred to herein as the "*Term Notes*"), and (iv) that certain Revolving Note of the Parent dated as of July 20, 2022 and payable to the order of Mortgagee in the principal amount of \$5,000,000, whereby Parent promises to pay said principal sum together with interest thereon at the rates and times specified in the Credit Agreement, with a final maturity of all principal and interest to be paid on July 20, 2027, as such date may be extended by Mortgagee (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "*Revolving Note*"; and together with the Term Notes, collectively referred to herein as the "*Notes*");

WHEREAS, Mortgagor, Parent and each of the Guarantors under the Credit Agreement have guaranteed all indebtedness, obligations and liabilities of the Mortgagor and Parent owing to the Mortgagee pursuant to the Credit Agreement;

WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time enter into one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future, or option agreements, or any similar interest rate, currency or commodity hedging agreements with the Mortgagee or its affiliates (the "*Hedging Agreements*"; and the liability in respect of Hedging Agreements being hereinafter referred to as the "*Hedging Liability*");

WHEREAS, one or more of the Borrowers and/or their subsidiaries may from time to time incur liability to the Mortgagee or its affiliates arising out of (a) the execution or processing of electronic transfer of funds by automatic clearing house transfer, wire transfer or otherwise to or from any deposit account of any such Borrower or any such subsidiary now or hereafter maintained with the Mortgagee or any of its affiliates, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts by the Mortgagee or any of its affiliates, and (c) any other deposit, disbursement, and cash management services afforded to any such Borrower or any such subsidiary by the Mortgagee or any of its affiliates (the "*Arrangements*"; and the liability in respect of the Arrangements being hereinafter referred to as "*Funds Transfer and Deposit Account Liability*");

WHEREAS, as a condition precedent to the Credit Agreement, Mortgagee requires the Mortgagor, and to accommodate that requirement Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the Notes;

WHEREAS, the Mortgage is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

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NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the execution and delivery by Mortgagee of the Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented and amended as follows, to wit:

To secure (i) the payment of the principal and premium, if any, of and interest on the Notes as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, (iii) the observance and performance of all covenants and agreements contained herein or in the Credit Agreement, the Notes, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto, (iv) the payment of all sums due or owing with respect to Hedging Liability, (v) the payment of all sums due or owing with respect to Funds Transfer and Deposit Account Liability and (vi) the payment of all indebtedness, obligations and liabilities whatsoever of Mortgagor arising under the Guaranty (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv), (v) and (vi) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges owned by Mortgagor described in Granting Clauses I, II, III, IV, V, VI, and VII of the Mortgage, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce Mortgagee to enter into the Credit Agreement, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represents and warrants to, Mortgagee as follows:

1. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby

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shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "Note" shall be deemed references to the Notes and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor; and all references in the Mortgage to the Credit Agreement shall be deemed references to the Credit Agreement and as the same may from time to time hereafter be further amended, modified or restated.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE FOLLOWS]

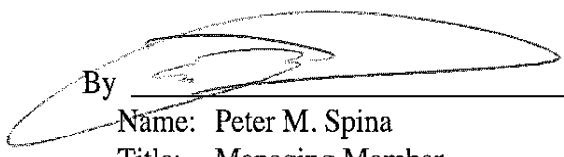
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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

CIMA DEVELOPERS LIMITED PARTNERSHIP

By: Angel Associates, LLC, its general partner

By _____



Name: Peter M. Spina

Title: Managing Member

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

BMO HARRIS BANK N.A.

By _____

Name: _____

Title: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, Dana A. Slattery, Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter M. Spina, Managing Member of Angel Associates, LLC, the general partner of CIMA Developers Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized signatory appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 15th day of July, 2022.

Dana A. Slattery
Notary Public

Dana A. Slattery
(Type or Print Name)

(Notarial Seal)

Commission Expires:

1/17/2023



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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

CIMA DEVELOPERS LIMITED PARTNERSHIP

By: Angel Associates, LLC, its general partner

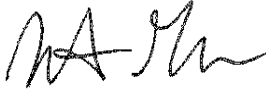
By _____

Name: Peter M. Spina

Title: Managing Member

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

BMO HARRIS BANK N.A.

By 

Name: Jonathan Graham

Title: Director

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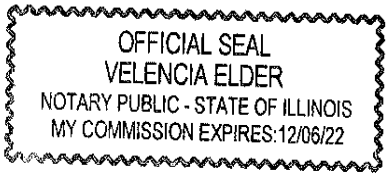
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Velevia Elder, Notary Public in and for said County, in the State aforesaid, do hereby certify that Jonathan Graham, DIRECTOR of BMO Harris Bank N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 19th day of July, 2022.

Velevia Elder
Notary Public

Velevia Elder
(Type or Print Name)



(Notarial Seal)

Commission Expires:

12.06.22

Property of Cook County Clerk's Office

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SCHEDULE I

LEGAL DESCRIPTION

Real property in the City of Cicero, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THE NORTH 170 FEET OF THE EAST HALF OF BLOCK 25 IN HAWTHORNE, IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PER DOCUMENT 86100891.

PARCEL 2:

THE SOUTH 225.77 FEET OF THE NORTH 395.77 FEET OF THE EAST HALF OF BLOCK 25 IN HAWTHORNE, IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE SOUTH 110.77 FEET OF THE LAND TAKEN IN CONDEMNATION CASE 03L050723, ALL IN COOK COUNTY, ILLINOIS.

Property Addresses: 3100 Cicero Ave., Cicero, Illinois 60804

P.I.N. Nos. 16-33-209-006-0000
 16-33-209-012-0000

Property of Cook County Clerk's Office