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Doc#. 2230842116 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 11/04/2022 11:29 AM Pg: 1 of 10

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
MAIL TO:

Clark Hill PLC
Attn: Charles 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; and 08-35-403-
015-0000

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

THIS ELEVENTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 28th day of October, 2022 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 OLD NATIONAL BANK, successor by merger to FIRST MIDWEST BANK ("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 "Affiliated Borrowers"), subsequently entered into that certain Amended and Restated Loan

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and Security Agreement dated as of December 7, 2017 (the "Restated Loan Agreement") which amended and restated the Original Loan Agreement with Mortgagee, pursuant to which Mortgagee agreed to make loans to the Affiliated Borrowers;

WHEREAS, Affiliated Borrowers and Riverport Empire, LLC, an Illinois limited liability company ("Empire," together with the Affiliated Borrowers, the "Original Borrowers") subsequently entered into that certain First Amendment to that certain Amended and Restated Loan and Security Agreement dated as of May 14, 2018 with the Mortgagee (the "First Amendment"), that certain Second Amendment to Amended and Restated Loan and Security Agreement dated May 29, 2019 among the Original Borrowers and the Mortgagee (the "Second Amendment"), that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of May 1, 2020 among the Original Borrowers and the Mortgagee (the "Third Amendment"), and that certain Forbearance Agreement and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of August 17, 2020 among the Original Borrowers and the Mortgagee (the "Fourth Amendment," the Restated Loan Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is hereinafter referred to as the "Amended and Restated Loan Agreement"), pursuant to which the Mortgagee agreed to make loans to the Original Borrowers;

WHEREAS, Original Borrowers, KLC Brokerage, Incorporated, an Illinois corporation ("KLC Brokerage") and Runway 3 Leasing, LLC, an Illinois liability company ("Runway 3 Leasing") entered into that certain Second Amended and Restated Loan and Security Agreement dated as of December 17, 2020, as amended by that certain as amended by that certain First Amendment to Second Amended and Restated Loan Agreement dated as of March 18, 2021, as amended by that certain Second Amendment to Second Amended and Restated Loan Agreement dated as of October 7, 2021 (collectively, "Second Amended and Restated Loan Agreement"), pursuant to which the Mortgagee agreed to make loans to the Original Borrowers, KLC Brokerage and Runway 3 Leasing;

WHEREAS, the Original Borrowers, KLC Brokerage, Runway 3 Leasing and BRATT CAPITAL PARTNERS, LLC SERIES 2001, an Illinois series limited liability company ("Bratt" together with the Original Borrowers, KLC Brokerage, Runway 3 Leasing, the "Borrowers") entered into that certain Third Amended and Restated Loan and Security Agreement dated as of December 17, 2021 (the "Existing Loan Agreement"), pursuant to which the Mortgagee 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

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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 1805749042, 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, that Eighth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 29, 2019 which was recorded with the Recorder of Deeds of Cook County Illinois on June 21, 2019 as Document Number 1917233153, that Ninth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 17, 2020 which was recorded with the Recorder of Deeds of Cook County Illinois on January 20, 2021 as Document Number 2102001173 and that Tenth Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 17, 2021 which was recorded with the Cook County Clerk, Recordings Division on December 27, 2021 as Document Number 2136133536 (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, the Borrowers have agreed to enter into that certain Amendment to Third Amended and Restated Loan and Security Agreement of even date herewith (the "Loan Agreement"), which Loan Agreement shall amend, restate and replace the Existing Loan Agreement in its entirety, pursuant to which the Mortgagee has agreed to, among other items, modify certain loans to the Borrowers under the Loan Agreement; and

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.

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2. Amendment of the Mortgage.

(a) Recitals A and B and the first granting paragraph to the Mortgage are hereby amended and restated to read as follows:

“A. Mortgagee has made a certain loan (the “Mortgage Loan”) to Mortgagor pursuant to that certain Mortgage Note dated as of April 10, 2015 executed by Mortgagor in favor of Mortgagee (collectively, as amended, restated or modified from time to time, together with all substitutions thereof, the “Mortgage Note”); Mortgagee has made a certain loan (the “Additional Mortgage Loan”) to Mortgagor pursuant to that certain Mortgage Note dated as of December 14, 2015 (collectively, as amended, restated or modified from time to time, together with all substitutions thereof, the “Additional Mortgage Note”); Mortgagee has made certain loans (the “Affiliate Loans”, together with the Mortgage Loan and the Additional Mortgage Loan, the “Original Loans”) to Mortgagor, KLC Global Services, Ltd, an Illinois corporation (“KLC”), O’Hare Cold, Co., an Illinois corporation (“O’Hare”), M3 North America, LLC, an Illinois limited liability company (“M3”), Riverport Empire, LLC, an Illinois limited liability company (“Empire,” and, together with Mortgagor, KLC, O’Hare and M3, the “Original Borrowers”), pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 7, 2017, by and among Original Borrowers and Mortgagee as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated May 14, 2018 among the Original Borrowers and the Mortgagee, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated May 29, 2019 among the Original Borrowers and the Mortgagee, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of May 1, 2020 among the Original Borrowers and the Mortgagee, and that certain Forbearance Agreement and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of August 17, 2020 among the Original Borrowers and the Mortgagee (as amended, the “Amended and Restated Loan Agreement”). The Original Borrowers, KLC Brokerage, Incorporated, an Illinois corporation (“KLC Brokerage”), and Runway 3 Leasing, LLC, a Delaware limited liability company (“Runway 3 Leasing”) entered into that certain Second Amended and Restated Loan and Security Agreement dated as of December 17, 2020, as amended by that certain as amended by that certain First Amendment to Second Amended and Restated Loan Agreement dated as of March 18, 2021, as amended by that certain Second Amendment to Second Amended and Restated Loan Agreement dated as of October 7, 2021 (collectively, “Second Amended and Restated Loan Agreement”), pursuant to which the

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Mortgagee agreed to make loans to the Original Borrowers, KLC Brokerage and Runway 3 Leasing;

B. the Original Borrowers, KLC Brokerage, Runway 3 Leasing and BRATT CAPITAL PARTNERS, LLC SERIES 2001, an Illinois series limited liability company (“Bratt” and together with the Original Borrowers, KLC Brokerage and Runway 3 Leasing, the “Borrowers”) and the Mortgagee entered into that certain Third Amended and Restated Loan and Security Agreement dated as of December 17, 2021 (the “Existing Loan Agreement”) pursuant to which the Mortgagee agreed to make loans to the Borrowers;

C. The Existing Loan Agreement is being amended by that certain Amendment to Third Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated or modified from time to time, together with all substitutions thereof, the “Loan Agreement”) among the Borrowers and the Mortgagee, which loans are evidenced by: (i) in connection with a revolving loan, an Amended and Restated Revolving Note dated as of even date herewith in the maximum principal amount of Sixteen Million and 00/100 Dollars (\$16,000,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Real Estate Investment Revolving Note”); (ii) in connection with a revolving loan, a Third Amended and Restated Revolving Note dated as of December 17, 2021 in the maximum principal amount of Nine Million and 00/100 Dollars (\$9,000,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Working Capital Revolving Note”); (iii) in connection with a term loan, an Amended and Restated Term Note dated as of even date herewith in the original principal amount of FOUR MILLION FIVE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED TWENTY-SEVEN AND 32/100 DOLLARS (\$4,539,527.32) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Pratt Term Note”); and (iv) in connection with a term loan, an Omnibus Third Amended and Restated Note dated as of even date herewith in the original principal amount of EIGHT MILLION FOUR HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED SIXTY-SIX and 24/100 DOLLARS (\$8,476,966.24) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the “Term Note”); (the Real Estate Investment Revolving Note, the Working Capital Revolving Note, the Pratt Term Note, and the Term Note,

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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 Loan Agreement.

NOW, THEREFORE, in consideration of the (i) revolving loan (the “Real Estate Investment Revolving Loan”) in the maximum principal amount of \$16,000,000.00 evidenced by the Real Estate Investment Revolving Note; (ii) revolving loan (the “Working Capital Revolving Loan”) in the maximum principal amount of \$9,000,000.00 evidenced by the Working Capital Revolving Note; (iii) term loan (the “Pratt Term Loan”) in the original principal amount of \$4,539,527.32 evidenced by the Pratt Term Note; and (iv) term loan (the “Term Loan”) in the original principal amount of \$8,476,966.24 evidenced by the Term Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure payment of the Real Estate Investment Revolving Loan, the Working Capital Revolving Loan, the Pratt Term Loan and the Term Loan (collectively, the “Loans”) including, but not limited to, payment of the principal of and interest on the Notes, and to secure the payment of any and all amounts required to be paid and the performance of all covenants, agreements and obligations, including without limitation interest, fees, costs, charges, expenses and other amounts accruing or incurred during a legal proceeding (collectively, the “Obligations”), required to be performed by this Mortgage and the other Loan Documents (as defined in the Loan Agreement), the Mortgagor does hereby MORTGAGE, CONVEY, GRANT, BARGAIN, REMISE, RELEASE, ASSIGN, TRANSFER AND WARRANT unto Mortgagee, its successors and assigns forever, and grant a security interest in, set over and deliver to Mortgagee the parcel of real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein (collectively, the “Real Estate”) situated, lying and being in the City of Elk Grove Village, County of Cook and State of Illinois, together with all of Mortgagor’s right, title and interest in and to the following described property now owned or hereinafter acquired (which property, together with the Real Estate, is collectively referred to as the “Premises”):”

(b) The references in Section 16 to maximum principal balance of “SEVENTY-TWO MILLION TWO HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$72,230,000.00)” shall be deleted and replaced with “SEVENTY-SIX MILLION THIRTY-TWO THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 10/100 DOLLARS (\$76,032,987.10)”.

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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 any new Notes). 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 Notes. 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 Eleventh 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: Michael P. Papp

Title: President/Manager

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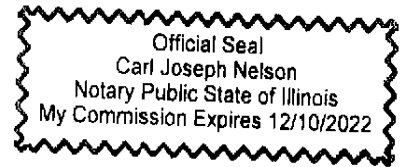
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carl Nelson, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Madejs, the Manager 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 26 day of October, 2022.

Carl Joseph Nelson
Notary Public

My Commission Expires: 12/10/2022



*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

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and 08-35-403-015-0000