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Karen A. Yarbrough

Cook County Clerk

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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

2001 Pratt Boulevard, Elk Grove  
Village, Illinois 60007

Tax PIN: 08-35-302-009-0000

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 28<sup>th</sup> day of October, 2022 by BRATT CAPITAL PARTNERS, LLC SERIES 2001, an Illinois series limited liability company (the "Mortgagor"), which has its chief executive office located at 2111 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, 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"), Riverpoint Property Trust, LLC, a Delaware limited liability company, doing business as Riverpoint Property, LLC ("Riverpoint"), Riverpoint Empire, LLC, an Illinois limited liability company ("Empire"), KLC Brokerage, Incorporated, an Illinois corporation ("KLC Brokerage"), Runway 3 Leasing, LLC, an Illinois liability company ("Runway 3 Leasing") and Mortgagor (KLC, O'Hare, M3, Riverpoint, Empire, KLC Brokerage, Runway 3 Leasing and Mortgagor are collectively, the "Borrowers") have entered into that certain Third Amended and Restated Loan and Security Agreement dated December 17, 2021 (as the same may be amended, restated, modified or otherwise supplemented and in effect from time to time, hereinafter the "Original Loan Agreement") pursuant to which Mortgagee agreed to make certain loans to the Borrowers;

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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 January 6, 2022 which was recorded with the Cook County Clerk, Recordings Division on January 12, 2022 as Document Number 2201257004 (the "Mortgage"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 2001 Pratt Avenue, 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, Mortgagee and Borrowers (as defined below) have agreed enter into that certain Amendment to Third Amended and Restated Loan and Security Agreement as of even date herewith (the "Loan Agreement") which Loan Agreement shall amend, restate and replace the Original 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.

2. Amendment of the Mortgage. The second (2<sup>nd</sup>) and third (3<sup>rd</sup>) paragraphs of the Recitals to the Mortgage are hereby amended and restated to read as follows:

WHEREAS, 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"), Riverpoint Property Trust, LLC, a Delaware limited liability company, doing business as Riverpoint Property, LLC ("Riverpoint"), Riverpoint Empire, LLC, an Illinois limited liability company ("Empire"), KLC Brokerage, Incorporated, an Illinois corporation ("KLC Brokerage"), Runway 3 Leasing, LLC, an Illinois liability company ("Runway 3 Leasing") and Mortgagor (KLC, O'Hare, M3, Riverpoint, Empire, KLC Brokerage, Runway 3 Leasing and Mortgagor are collectively, the "Borrowers") have entered into that certain Third Amended and Restated Loan and Security Agreement dated December 17, 2021 as amended by that certain Amendment to Third Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified or otherwise supplemented and in effect from time to

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time, hereinafter the “Loan Agreement”) pursuant to which Mortgagee has agreed to make certain loans to the Borrowers (the “Loans”);

WHEREAS, certain repayment obligations with respect to the Loans are evidenced by: (i) in connection with a revolving loan, an Amended and Restated Revolving Note dated 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 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 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 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, collectively, are sometimes referred to in this Mortgage as the “Notes”). The terms and provisions of the Notes and the 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; and”

3. 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)”.

4. 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 Mortgageor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

5. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Mortgage. Mortgageor expressly acknowledges and agrees that the Mortgage constitutes the legal, valid and binding obligation of Mortgageor enforceable in accordance with its terms by Mortgagee against Mortgageor and Mortgageor expressly reaffirms its obligations under the Mortgage (as

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amended by this Amendment after giving effect to the execution of the new Revolving 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 Revolving 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.

6. Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on January 1, 2022.

7. 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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## EXHIBIT A

### LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows:

#### PARCEL 1:

The East 222.0 feet of the East 350.0 feet of the West 630.0 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, according to the plat thereof recorded November 26, 1957 as document 17075036, in Cook County, Illinois.

#### PARCEL 2:

The West 128.0 feet of the East 350.0 feet of the West 630.0 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, according to the plat thereof recorded November 26, 1957 as document 17075036, in Cook County, Illinois.

Commonly Known As: 2001 Pratt Avenue, Ell. Grove Village, Illinois 60007

Permanent Index No.: 08-35-302-009-0000