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Karen A. Yarbrough
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Date: 12/08/2022 11:03 AM Pg: 1 of 6

James V. Inendino, Esq.
Roetzel & Andress
30 North LaSalle Street, Suite 2800
Chicago, Illinois 60602

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "First Amendment") is dated as of March 31, 2022, by and between RIPA, LLC, an Illinois limited liability company ("Mortgagor"), and WINTRUST BANK, N.A. (together with its successors and assigns, "Lender").

RECITALS

A. Mortgagor, Printing Arts West, LLC, a California limited liability company (collectively the "Borrower") and Lender are parties to that Loan and Security Agreement dated as of May 20, 2021, as amended from time to time (the "Loan Agreement") whereby Lender agreed to make a credit facility in the amount of up to \$5,083,049.00 available to Borrower ("Loan").

B. The Loan is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 20, 2021 made by Mortgagor for the benefit of Lender and recorded on July 15, 2021 as document number 2119610034, as amended and restated by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 31, 2022 made by Mortgagor for the benefit of Lender and recorded on March 29, 2022 as document number 2208819070 with the Cook County Recorder of Deeds (collectively the "Mortgage").

C. Borrower and Lender have entered into that certain Third Amendment to Loan and Security Agreement and Loan Documents of even date herewith (the "Third Amendment") that amends certain terms of the Loan Agreement, Note, Mortgage, and Loan Documents (as defined therein), increases the Revolving Loan Commitment

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Amount to Four Million and 00/100 Dollars (\$4,000,000.00) and extends the Revolving Loan Maturity Date until May 20, 2023.

D. Borrower has requested that Lender extend the Maturity Date of the Revolving Loan.

E. Mortgagor and Lender desire to further amend and modify the Mortgage as set forth herein and pursuant to the Third Amendment.

AGREEMENT

1. MODIFICATIONS TO MORTGAGE.

1.1 The definitions of "Maximum Amount Secured", "Note", and "Revolving Note" are hereby amended and restated in their entirety as follows:

"Maximum Amount Secured". The words "Maximum Amount Secured" mean the amount of Nine Million Eight Hundred Sixteen and 00/100 Dollars (\$9,816,000.00).

"Note". The word "Note" means collectively, the Revolving Note of even date herewith, and the Term Note B dated as of January 31, 2022 of even date herewith.

"Revolving Note". The words "Revolving Note" mean that certain Amended and Restated Revolving Note of even date herewith from Borrower to Lender in the amount of Four Million and 00/100 Dollars (\$4,000,000.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note."

2. CONDITIONS PRECEDENT. This First Amendment shall become effective only upon the satisfaction of all of the following conditions:

2.1 Each of Mortgagor, Borrower, Guarantors and Lender, as applicable, shall have executed original counterparts of this First Amendment to Mortgage, the Third Amendment, and all documents required by the Third Amendment and Mortgagor, Borrower and Guarantors shall have delivered executed original counterparts of the foregoing documents to Lender.

2.2 Greater Illinois Title Company shall have issued to Lender such title endorsements as Lender may reasonably request to insure the continued first priority lien of the Mortgage.

2.3 This First Amendment shall have been recorded with the Cook County Recorder of Deeds.

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3. INCORPORATION. This First Amendment shall form a part of each Loan Document, and all references in any Loan Documents to the Mortgage shall mean the Mortgage as hereby modified.

4. NO PREJUDICE - RESERVATION OF RIGHTS. This First Amendment shall not prejudice any rights or remedies of Lender under the Loan Documents, as modified hereby.

5. NO IMPAIRMENT. Except as specifically hereby amended, the Mortgage shall remain unaffected by this First Amendment and shall remain in full force and effect. Nothing in this First Amendment shall impair the lien of the Mortgage or any other security documents associated with the Loan. The Mortgage, as amended hereby, shall remain a first lien encumbering the Property. Mortgagor covenants, represents and warrants to maintain and cause to be maintained the continued first lien priority of the Mortgage. Mortgagor covenants and agrees at their sole cost and expense, to protect, defend, indemnify and hold Lender, its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, fines, costs and expenses, including without limitation, litigation costs (including, without limitation, reasonable attorneys' fees, expenses, sums paid in settlement of claims and any such fees and expenses), directly or indirectly imposed upon or incurred by or asserted against Lender, its directors, officers, shareholders, employees, agents, successors and assigns, arising out of or in connection with any liens or encumbrances intervening between the recordation of the Mortgage and the recordation of this First Amendment.

6. MISCELLANEOUS. This First Amendment may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this First Amendment to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents.

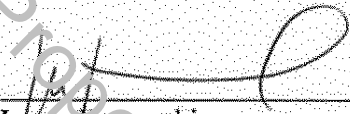
[signature pages follow]


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IN WITNESS WHEREOF, the Mortgagor has executed this First Amendment as of the date first above written.

GRANTOR:

RIPA, LLC, an Illinois limited liability company

By: 
Name: James Kosowski
Its: Manager

By: 
Name: John Ropski
Its: Manager

Property of Cook County Clerk's Office

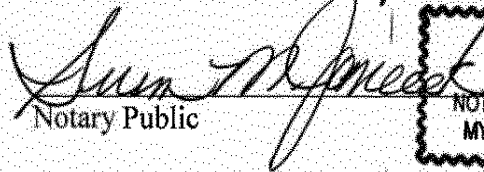
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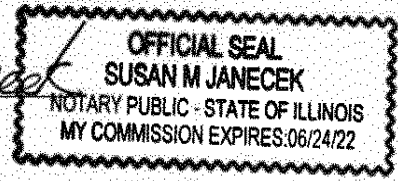
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that James Kosowski and John Ropski, the Managers of RIPA, LLC, an Illinois limited liability company is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Managers of RIPA, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April 2022.


Notary Public



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LEGAL DESCRIPTION

REAL PROPERTY IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SAID SECTION, A DISTANCE OF 85.00 FEET TO A POINT (SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 WITH THE NORTHWARD EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE EASEMENT RECORDED DECEMBER 5, 1974 AS DOCUMENT 22924982); THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND SAID CENTERLINE AND THE SOUTHWARD EXTENSION THEREOF, A DISTANCE OF 669.57 FEET TO A POINT 22.50 FEET NORTH OF THE INTERSECTION OF SAID SOUTHWARD EXTENSION WITH THE NORTH LINE OF AN EASEMENT DESCRIBED IN DOCUMENT NO. 1683723; THENCE EAST ALONG A LINE 22.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID EASEMENT AND SAID NORTH LINE EXTENDED EASTERLY, A DISTANCE OF 85.00 FEET TO THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 669.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPT THEREFROM THAT PART DEDICATED FOR 21ST AVENUE BY PLAT OF DEDICATION RECORDED NOVEMBER 7, 1974 AS DOCUMENT 22901023 AND REGISTERED WITH THE REGISTRAR OF TITLES AS DOCUMENT LR2786098.

PARCEL 2: ALL THAT PART OF BLOCK 4 LYING WEST OF THE WEST LINE OF ADDISON CREEK TOGETHER WITH THAT PART OF 21ST AVENUE LYING WEST AND ADJOINING SAID BLOCK 4, IN MARE'S WHITE AND COMPANY'S WEST 22ND STREET AND 17TH AVENUE SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-22-307-002 and PIN 15-22-306-018.

Commonly Known As: 2001-2009 W. 21st Street, Broadview, Illinois 60155