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Karen A. Yarbrough

Cook County Clerk

Date: 06/23/2023 10:10 AM Pg: 1 of 11

PREPARED BY:

Jones Day
1221 Peachtree Street, NE
Suite 400
Atlanta, GA 30361
Attention: Richard M. Rosenblatt, Esq.
NCS 1J8RIL01

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
1700 K Street NW, Suite 9D
Washington, DC 20006
Attention: Gina Prato-Gallerini
Loan Number: 1021093

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

State of Illinois

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Agreement*") is made as of June 14, 2023, by and between MDH F2 CHI DANSHER, LLC, a Delaware limited liability company, as mortgagor ("*Mortgagor*"), whose mailing address is c/o MDH Partners, 280 Interstate North Circle, Suite 350, Atlanta, Georgia 30339, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as mortgagee (together with its successors and assigns, "*Mortgagee*"), whose mailing address is 171 17th Street NW, 4th Floor, Atlanta, Georgia 30363, Attention: Steve Hinkle.

RECITALS

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A. WHEREAS, MDH F2 DISCOVERY, LLC, MDH F2 EAT DISCOVERY, LLC, MDH F2 COLUMBUS GREEN POINTE, LLC, MDH F2 BRADENTON 301, LLC, MDH F2 GREENVILLE 301GR, LLC, MDH F2 INDY BARTRAM, LLC, and MDH F2 VA DANVILLE, LLC, each a Delaware limited liability company (collectively, the “*Other Borrowers*”), Mortgagee and Mortgagee entered into that certain Loan Agreement dated as of July 21, 2022, as amended by that certain First Amendment to Loan Documents of even date herewith (as amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “*Discovery Loan Agreement*”), pursuant to which Lender made a loan (the “*Discovery Loan*”) to Mortgagee and the Other Borrowers in the original principal amount of Ninety-Three Million Two Hundred Thousand and No/100 Dollars (\$93,200,000.00);

B. WHEREAS, the Discovery Loan is evidenced by that certain Promissory Note dated as of July 21, 2022 made by Mortgagee and the Other Borrowers payable to the order of Mortgagee, in the aggregate principal amount of the Discovery Loan (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “*Discovery Note*”);

C. WHEREAS, the Discovery Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Mortgagee in favor of Mortgagee, dated as of July 21, 2022, recorded August 4, 2022 as Document Number 2221618039 in the Official Records of Cook County, Illinois (as heretofore amended, restated, supplemented, replaced and/or otherwise modified, the “*Mortgage*”) covering the property described on Exhibit A attached hereto and incorporated herein by reference;

D. WHEREAS, MDH F2 DISCOVERY EXPANSION, LLC, MDH F2 ATL GREAT VALLEY 1, LLC, and MDH F2 HOU SOUTH PELT 4, LLC, each a Delaware limited liability company (collectively, the “*Discovery Portfolio Expansion Borrower*”), have requested, and Mortgagee has agreed to loan to the Discovery Portfolio Expansion Borrower, a loan in the principal amount of Ninety Million and No/100 Dollars (\$90,000,000.00) (the “*Discovery Portfolio Expansion Loan*”) pursuant to that certain Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Discovery Portfolio Expansion Loan Agreement*”);

E. WHEREAS, the Discovery Portfolio Expansion Loan is evidenced by that certain Promissory Note of even date herewith made by the Discovery Portfolio Expansion Borrower payable to the order of Mortgagee, in the aggregate principal amount of the Discovery Portfolio Expansion Loan (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Discovery Portfolio Expansion Note*”);

F. WHEREAS, the Discovery Portfolio Expansion Borrower is an affiliate of Mortgagee, and Mortgagee will benefit from the Discovery Portfolio Expansion Loan being made to the Discovery Portfolio Expansion Borrower;

G. WHEREAS, Mortgagee and Mortgagee are entering into this Agreement to amend the terms of the Mortgage so that the Mortgage also secures (i) the Discovery Portfolio Expansion Note and (ii) the Discovery Portfolio Expansion Borrower's payment and

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performance of all covenants and obligations on the part of the Discovery Portfolio Expansion Borrower under the Loan Documents (as defined in the Discovery Portfolio Expansion Loan Agreement), including, without limitation, the Discovery Portfolio Expansion Loan Agreement; and

H. WHEREAS, as a condition to entering into the Discovery Portfolio Expansion Loan Agreement and the other Loan Documents (as defined in the Discovery Portfolio Expansion Loan Agreement), Mortgagee and Mortgagor have agreed to amend certain terms of the Mortgage pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, TEN DOLLARS (\$10.00) in hand paid by Mortgagor to Mortgagee and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage.

2. Amendments to Mortgage. The Mortgage is hereby amended as follows:

2.1. By redefining the term "Security Instrument" wherever it appears in the Mortgage so that henceforth such term shall mean and refer to the Mortgage, as amended by this Agreement.

2.2. By deleting Section 2.1(c) of the Mortgage in its entirety and inserting the following in lieu thereof:

"(c) Payment and performance of all covenants and obligations on the part of Mortgagor or any other Borrower under that certain Loan Agreement dated as of July 21, 2022 by and among Mortgagor, Lender and other Borrower, as amended by that certain First Amendment to Loan Documents dated as of June 14, 2023 (as amended, and as the same may be further amended, modified, restated, supplemented or replaced from time to time, the "*Loan Agreement*"; and"

2.3. By amending Section 2.1 of the Mortgage to (i) replace the "." at the end of clause (g) with "; and"; and (ii) add the following as a new clause (h) at the end thereof:

"(h) Payment and performance of all covenants and obligations on the part of MDH F2 DISCOVERY EXPANSION, LLC, MDH F2 ATL GREAT VALLEY 1, LLC, and MDH F2 HOU SOUTH BELT 4, LLC, each a Delaware limited liability company (collectively, the "*Discovery Portfolio Expansion Borrower*") under that certain Loan Agreement dated as of June 14, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Discovery Portfolio Expansion Loan Agreement*"; and"

2.4. By amending Section 2.1 of the Mortgage to add the following as a new clause (i) at the end thereof:

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- “(i) Payment to Mortgagee of all sums at any time owing, with interest thereon, according to the terms of that certain Promissory Note dated as of June 14, 2023 made by the Discovery Portfolio Expansion Borrower, payable to the order of Mortgagee, in the aggregate principal amount of Ninety Million and No/100 Dollars (\$90,000,000) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Discovery Portfolio Expansion Note*”).”

2.5. By adding **Exhibit B** attached hereto and made a part hereof as a new **Exhibit B** at the end of the Mortgage.

3. **Confirmation of Grants.** Mortgagor hereby acknowledges and confirms that the Mortgage, as amended hereby, constitutes a first priority security interest in and lien on the Property, and secures the Secured Obligations, as amended hereby (including, without limitation, the obligations secured by the Other Security Instrument (as defined in **Exhibit B** attached hereto)). Nevertheless, as security for such Secured Obligations, and in addition to the provisions of the first sentence of this section, Mortgagor hereby ratifies and reconfirms all grants, security interests and assignments made under the Mortgage with respect to the Property.

4. **Ratification and Consent by Mortgagor.** Mortgagor (i) ratifies and affirms all of its obligations under the Mortgage, as modified and amended hereby, (ii) acknowledges, represents and warrants that the Mortgage constitutes a valid and enforceable obligation of Mortgagor, as of the date hereof, free from any defenses, set offs, claims, counterclaims or causes of action of any kind or nature whatsoever by Mortgagor against Mortgagee or any of its respective directors, officers, employees, agents or attorneys, and (iii) acknowledges that this Agreement does not constitute and shall not be construed as a novation or release of the Mortgage or of the obligations of Mortgagor under the other Loan Documents.

5. **No Other Change.** Except as herein expressly amended, each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect, and is hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Mortgage and the other Loan Documents, it being the expressly declared intention of the parties hereto that no novation of the Mortgage or the obligations of the Mortgagor under the other Loan Documents be created hereby.

6. **Entire Agreement.** This Agreement, together with the Loan Agreement and the documents delivered and/or reaffirmed in connection therewith, constitutes the entire understanding and agreement of the parties hereto with respect to the modification of the Mortgage and supersedes all prior agreement, understanding, or negotiations regarding said modification.

7. **Binding Effect.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of Section 5.9 of the Mortgage.

8. **Time.** Time is of the essence of this Agreement.

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9. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Agreement, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of the State of Illinois, the laws of the State of Georgia shall govern any and all matters, claims, controversies or disputes arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Agreement, the Loan Agreement and the other Loan Documents and all of the indebtedness or obligations arising thereunder or hereunder. Mortgagor hereby consents to the jurisdiction of any federal or state court within the State of Georgia having proper venue and also consent to service of process by any means authorized by Georgia or federal law; provided, that for purposes of enforcement of the liens of this Agreement or any foreclosure thereof, the proper venue shall be in the county and state in which the Property is located.

10. Counterpart Execution. This Agreement may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties have executed this Agreement or have caused the same to be executed by their duly authorized representatives as of the date first above written.

MORTGAGOR:

MDH F2 CHI DANSHER, LLC,
a Delaware limited liability company

By: *Arun Singh* (SEAL)
Name: Arun Singh
Title: Chief Financial Officer

STATE OF Georgia
COUNTY OF Cherokee

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Arun Singh, personally known to me to be the Chief Financial Officer of MDH F2 CHI DANSHER, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he signed and delivered the said instrument of writing as the act of said entity, as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of June 2022.

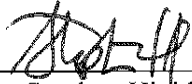


F. Comeaux
Print Name: Francesca Comeaux
Notary Public, State of Georgia
My Commission Expires: August 26, 2025

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MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association


By:  (SEAL)
Name: Stephen Hinkle
Title: Vice President

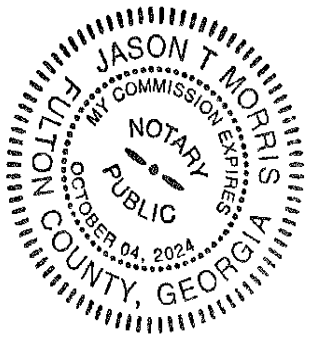
STATE OF Georgia
COUNTY OF Fulton

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Stephen Hinkle, personally known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signatory he signed and delivered the said instrument of writing as the act of said entity, as his free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and official seal this 6 day of June 2023.

[SEAL]


Print Name: Jason Morris
Notary Public, State of Georgia
My Commission Expires: 10/04/2024



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Exhibit A

All that certain real property located in the City of Countryside, County of Cook, State of Illinois, described as follows:

LOT "C" IN THE RESUBDIVISION OF LOT 4 IN TRACT 2 OF DANSHER INDUSTRIAL PARK, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 18-09-416-049; 18-09-416-050

Property address: 5315 Dansher Road, Countryside, Illinois 60525

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Exhibit B

CROSS-DEFAULT/CROSS-COLLATERALIZATION RIDER

1. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY OTHER SECURITY INSTRUMENT.** In addition to the obligations secured by this Security Instrument and described as “Secured Obligations” herein, this Security Instrument shall also secure the payment and performance of all obligations secured by:

- a) that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by MDH F2 HOU SOUTH BELT 4, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated as of the date hereof, and to be recorded in the records of Harris County, Texas; and
- b) that certain Deed to Secure Debt with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by MDH F2 ATL GREAT VALLEY 1, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated as of the date hereof, and to be recorded in the records of Bartow County, Georgia; and
- c) that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by MDH F2 VA DANVILLE, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated as of July 21, 2022, and recorded in the records of Pittsylvania County, Virginia, as amended by that certain First Amendment to Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof and recorded in the records of Pittsylvania County, Virginia; and
- d) that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by MDH F2 BRADENTON 301, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated as of July 21, 2022, and recorded in the records of Manatee County, Florida, as amended by that certain First Amendment to Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof and recorded in the records of Manatee County, Florida; and
- e) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, granted by MDH F2 INDY BARTRAM, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated July 21, 2022, and recorded in the records of Johnson County, Indiana, as amended by that certain First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof and recorded in the records of Johnson County, Indiana; and
- f) that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, granted by MDH F2 GREENVILLE 301GR, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated July 21, 2022, and recorded in the records of Greenville County, South Carolina, as amended by that certain First Amendment to Mortgage with Absolute Assignment of Leases and Rents,

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Security Agreement and Fixture Filing dated as of the date hereof and recorded in the records of Greenville County, South Carolina; and

- g) that certain Open-End Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, granted by MDH F2 COLUMBUS GREEN POINTE, LLC, a Delaware limited liability company, for the benefit of Mortgagee, dated July 21, 2022, and recorded in the records of Franklin County, Ohio, as amended by that certain First Amendment to Open-End Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof and recorded in the records of Franklin County, Ohio.

The instruments referred to in subsections (a) – (g) above, as the same may be amended, modified, supplemented or replaced from time to time, are each individually and collectively, as the context may suggest or require, an “Other Security Instrument”.

2. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY SECURITY INSTRUMENT.** In addition to the obligations secured by the Other Security Instrument, the Other Security Instrument shall also secure the payment and performance of all obligations secured by this Security Instrument.
3. **CROSS-DEFAULT.** A Default under any Other Security Instrument, as defined therein, shall, at Mortgagee’s option, constitute a Default under this Security Instrument. A Default under this Security Instrument shall, at Mortgagee’s option, constitute a Default under each Other Security Instrument.
4. **WAIVER OF MARSHALLING RIGHTS.** Mortgagor waives all rights to have all or part of the Property and Collateral described in this Security Instrument and/or the Other Security Instrument marshalled upon any foreclosure of this Security Instrument or the Other Security Instrument. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Property and Collateral described in either or both of said security instruments as a whole or in separate parcels, in any order that Mortgagee may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property and Collateral described in either of said security instruments, or on any interest therein.
5. **WARRANTIES AND REPRESENTATIONS.** Mortgagor represents and warrants that the lien of the Other Security Instrument is or will be a first lien on the property described therein and covered thereby and that the provisions of this Security Instrument will not cause intervening liens to become prior to the lien of the Other Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien of the Other Security Instrument, without limiting any other right or remedy available to Mortgagee.

Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in the Other Security Instrument which would be prior to the lien of the Other Security Instrument, or which would entitle Mortgagor to a judgment entitling

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Mortgagor to an equitable lien on all or any portion of that property prior in lien to the Other Security Instrument.

6. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Security Instrument, all of the terms, covenants and conditions of the Other Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

7. **LIEN OF SECURITY INSTRUMENT AND OTHER SECURITY INSTRUMENT**. Mortgagor and Mortgagee acknowledge and agree that: this Security Instrument shall constitute a lien or charge upon only that property described herein as the "Property"; and the Other Security Instrument shall constitute a lien or charge upon only that property described therein as the "Property".

Property of Cook County Clerk's Office