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Doc#. 2319828072 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/17/2023 09:50 AM Pg: 1 of 9

This instrument was prepared by
~~and when recorded mail to:~~

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Nicholas Soilleux

Record and Return to:
National UCC, Inc.
450 Lexington Avenue, #392
New York, NY 10163-0392
www.NationalUCC.com

File # 13064

FIRST MODIFICATION TO SUPERSENIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST MODIFICATION TO SUPERSENIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (SUPERSENIOR LIEN) (this "Agreement") is made, and is executed as of July 14, 2023, by and between **MORAN FOODS, LLC**, a Missouri limited liability company, whose address is c/o Moran Foods, LLC, 400 Northwest Plaza Drive, St. Ann, Missouri 63074, Attention: Chief Financial Officer (the "Mortgagor"), and **CORTLAND CAPITAL MARKET SERVICES LLC**, as Collateral Agent and Administrative Agent on behalf of the Secured Parties (together with its successors and assigns in such capacity, "Mortgagee"), whose address is 225 W. Washington St., 9th Floor, Chicago, Illinois 60606, Attn: Legal Department and CPC Agency Team.

RECITALS

A. WHEREAS, Mortgagor (in such capacity, "Borrower"), SAL Midco, LLC, a Delaware limited liability company, the Subsidiary Guarantors (as such term is defined in the A&R Credit Agreement) from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto, as lenders, and Mortgagee are parties to that certain Amended and Restated Superseniior Credit Agreement, dated as

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#96999893v4

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of December 30, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the "A&R Credit Agreement").

B. WHEREAS, the parties have amended the A&R Credit Agreement pursuant to that certain Incremental Facility and Amendment No. 1 to Credit Agreement, dated as of June 21, 2023 (the "Amendment No. 1 to Credit Agreement"; the A&R Credit Agreement, as amended by Amendment No. 1 to Credit Agreement, the "Amended Credit Agreement") in order to (i) add an additional \$50,297,863.66 of Term Loans (such Term Loans, the "2023 Incremental Term Loans") and (ii) effect such other amendments and modifications to the A&R Credit Agreement as set forth in the Amended Credit Agreement. Immediately following such amendment, the aggregate principal amount of indebtedness that may be outstanding under the Amended Credit Agreement at any time is \$65,297,863.66.

C. WHEREAS, in order to secure the payment and performance of the Obligations under the A&R Credit Agreement, the Mortgagor executed and delivered to Mortgagee that certain Supersenior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 1, 2020, and recorded on April 10, 2020 in the official real property records of the Cook County Recorder of Deeds, Illinois as Instrument Number 2010120532, (the "Existing Mortgage", the Existing Mortgage as amended by this Agreement and as further amended, restated, supplemented or otherwise modified from time to time, the "Mortgage"), and which Mortgage encumbers, among other things, the parcel of land described on Exhibit A attached hereto and made a part hereof.

D. WHEREAS, Mortgagor and Mortgagee desire to amend the Existing Mortgage in order to include the 2023 Incremental Term Loans as part of the Obligations secured by the Mortgage, as defined and more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. *Recitals and Capitalized Terms.* Each of all of the foregoing recitals are incorporated herein by reference and made a part hereof. All initially capitalized terms used in this Agreement unless otherwise specifically defined herein shall have the respective meanings set forth in the Existing Mortgage, or, to the extent not set forth therein, shall have the respective meanings set forth in the Amended Credit Agreement. The terms of the Amended Credit Agreement are incorporated by reference in this Agreement as if the terms thereof were fully set forth herein. In the event of any conflict between the provisions of this Agreement and the provisions of the Amended Credit Agreement, the applicable provisions of the Amended Credit Agreement shall govern and control.

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2. *Mortgage Amendments.*

(a) The term "Credit Agreement" as used in the Existing Mortgage shall hereafter be deemed to refer to the Amended Credit Agreement (as defined herein), as the same may be amended, restated, supplemented or otherwise modified from time to time.

(b) The number "\$15,000,000" as it appears in recitals following the cover page of the Existing Mortgage is hereby deleted and replaced with the number "\$65,297,863.66".

(c) The term "Secured Obligations" as used in the Mortgage shall include the Obligations as defined and more particularly described in the Amended Credit Agreement, including without limitation, the 2023 Incremental Term Loans and any additional funds extended pursuant to the Amended Credit Agreement.

3. Sections 2 and 6 of Appendix A of the existing Mortgage is hereby amended by deleting the number "\$30,000,000" and replacing it with the number "\$130,595,727.32" so that the Mortgage shall hereafter secure a maximum principal amount outstanding at any time of \$130,595,727.32.

4. Intentionally Deleted

5. *Representations and Warranties.* Mortgagor hereby represents and warrants to Mortgagee that (a) the execution, delivery and performance by Mortgagor of this Agreement (i) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained and (ii) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of such party, except as contemplated by this Agreement or any of the other Loan Documents, and (b) this Agreement constitutes the legal, valid and binding obligations of Mortgagor, enforceable in accordance with their respective terms, except as the enforceability may be limited by bankruptcy, insolvency, liquidation, winding-up, dissolution, strike-off or similar laws affecting creditors' rights generally and subject to general principles of equity.

6. *Reaffirmation.* Mortgagor does hereby agree and confirm that (a) except as specifically modified by the terms of this Agreement, all of the terms, provisions, covenants, warranties and agreements contained in the Existing Mortgage (which are hereby incorporated herein by reference), and all title, liens and security interests granted therein, remain in full force and effect, (b) Mortgagor has no claim, counterclaim, defense or other right of offset or recoupment whatsoever against Mortgagee, and (c) the title, liens and security interests granted in the Existing Mortgage, as modified hereby, are acknowledged to be valid and subsisting title, liens and security interests against the Mortgaged Property. This Agreement is not intended to, nor shall it be deemed to, impair the Obligations (as defined in the Amended Credit Agreement) described in and secured by the Existing Mortgage, nor impair, waive or release the title, liens and security interests granted in the Existing Mortgage. Nothing contained in this Agreement shall be construed

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as a novation of the Obligations. The Obligations are secured by the Mortgage to the same extent as if this Agreement was executed and delivered by the parties hereto on the date of the Existing Mortgage.

7. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Amended Credit Agreement.

8. *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

9. *Severability.* If any provision of this Agreement is invalid or unenforceable, then such provision shall be given full force and effect to the fullest possible extent, and all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the parties hereto.

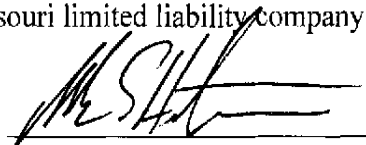
10. *Counterpart.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. It shall not be necessary for the same counterpart to be signed by all of the parties in order for this instrument to be fully binding upon any party signing at least one counterpart.

[No further text on this page: Signature page follows]

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This Agreement has been duly executed by the parties hereto as of the date first set forth above.

MORAN FOODS, LLC,
a Missouri limited liability company

By: 
Name: Mark Hutchens
Title: Chief Financial Officer

[Mortgagee signature page follows]

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MORTGAGEE:

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as Collateral Agent and
Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

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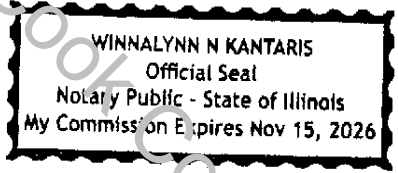
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on June, 27 2023 (date) by Matthew Trybula (name of person) as Associate Counsel (type of authority, e.g., officer, trustee, etc.) of Cortland Capital Market Services, LLC (name of party on behalf of whom instrument was executed).

(seal)

Signature of notary public: *Winnalynn N Kantaris*
My commission expires: *November 15, 2026*



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EXHIBIT A

Legal Description

Lot 13 in Block 4 in Keeney's Highland Addition to Austin, being a subdivision of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

For informational purposes only:

P.I.N.: 16-04-100-011-0000

Street Address: 1539 North Central Avenue, Chicago, IL 60651

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