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Prepared by and
upon recordation return to:
Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, Pennsylvania 19104
Attention: Matthew B. Ginsburg



Doc# 2327634004 Fee \$69.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/03/2023 09:18 AM PG: 1 OF 10

MetLife Loan No. 703137
Fashion Outlets of Chicago, Rosemont, Illinois

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

BY

FASHION OUTLETS OF CHICAGO LLC,
AS MORTGAGOR ("BORROWER")

IN FAVOR OF

METLIFE REAL ESTATE LENDING, LLC,
AS MORTGAGEE ("LENDER")

PROPERTY KNOWN AS FASHION OUTLETS OF CHICAGO, ROSEMONT, ILLINOIS

MetLife Loan No. 703137

COMMONWEALTH LAND TITLE FCHI230046/1

1 of 1

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

THIS FIRST AMENDMENT TO FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into this 2nd day of October, 2023 (the "Amendment Date") by and between **METLIFE REAL ESTATE LENDING, LLC**, a Delaware limited liability company (together with its successors and assigns in such capacity, collectively, "Lender") and **FASHION OUTLETS OF CHICAGO LLC**, a Delaware limited liability company ("Borrower"), and is acknowledged and agreed to by **THE MACERICH PARTNERSHIP, L.P.**, a Delaware limited partnership ("Guarantor").

RECITALS

WHEREAS, Lender and Borrower entered into that certain Fee and Leasehold Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing, dated as of January 10, 2019, which was recorded on January 10, 2019 with the Cook County Recorder of Deeds as Doc # 1901045044 (the "**Original Mortgage**"), pursuant to which Lender made a mortgage loan (the "**Loan**") secured by, among other things, Borrower's fee and leasehold interest in the real property located in Rosemont, Illinois, more particularly described in Exhibit A-1 and Exhibit A-2.

WHEREAS, Borrower and Lender now desire to amend the Original Mortgage (the Original Mortgage, as amended by this Amendment, and as the same may be further amended, replaced, restated, supplemented or otherwise modified from time to time, the "**Mortgage**") and certain other Loan Documents, each as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. Incorporation. The foregoing recitals are incorporated herein by this reference.
2. Capitalized Terms. Capitalized terms not defined herein shall have the meaning for such terms set forth in the Mortgage.
3. Amendment to Original Mortgage and Other Loan Documents.

(a) The Original Mortgage is hereby amended to delete the term "Bottom Guaranty" in Exhibit B thereto, and all references thereto in the Original Mortgage in their entirety, and replace such defined term and all references thereto in the Loan Documents, with the following definition:

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““**Limited Partner Guaranty**” shall have the meaning set forth in the Side Letter.”

(b) The Original Mortgage is hereby amended to delete the term “Side Letter” from Exhibit B thereto, and replace such term with the following:

““**Side Letter**” is defined as that certain side letter dated as of January 10, 2019, executed and delivered by Borrower to Lender, and relating to certain representations and warranties of Borrower, Guarantor, Manager and/or their affiliates, as the case may be, herein or under any other Loan Document, as amended pursuant to that certain First Amendment to Side Letter Agreement dated as of October 2, 2023, executed and delivered by Borrower and Lender and acknowledged and agreed to by Guarantor (the “**First Amendment to Side Letter**”), as the same may be further amended or supplemented in accordance with the terms of the Loan Documents.”

(c) The Original Mortgage is hereby amended to add the following as a new Section 18.18:

“Section 18.18. LIMITED PARTNER GUARANTY. For the avoidance of doubt it is acknowledged and agreed that (i) none of the parties that execute and deliver a Limited Partner Guaranty (each, a “**LP Party**”) in favor of Lender, are a “Guarantor” as defined in the Mortgage, and (ii) in the event that the Guarantor is replaced pursuant to Section 12.4 of the Mortgage or otherwise, the New Guarantor need not assume any obligations under a Limited Partner Guaranty. Further, it is acknowledged and agreed that, each Limited Partner Guaranty will terminate based on its terms, with prior written notice to Lender, but without any prior approval or consent of Lender and without any fee or expense charged to Lender, Borrower or any LP Party in connection with the termination thereof. All of Lender’s costs and expenses incurred in connection with any such termination shall be payable by Borrower. Further, notwithstanding anything to the contrary herein or in any Loan Document, any default by a LP Party under a Limited Partner Guaranty, shall not, in and of itself, constitute an Event of Default hereunder, or under any of the Loan Documents.”

(d) Section 17.1 of the Original Mortgage and each of the Loan Documents are hereby amended to delete the DLA Piper LLP (US) address from Borrower’s notice address, and to replace the same with the following:

“O’Melveny & Myers LLP
400 S. Hope Street, 18th Floor
Los Angeles, California 90071
Attention: Michael D. Hamilton, Esq.”

(e) Each of the Loan Documents (other than the Original Mortgage) are hereby amended to delete all references to the “Bottom Guaranty” and replace all such references with the “Limited Partner Guaranty”. Each of the Loan Documents (other than the Original Mortgage) are hereby amended such that each reference to the Loan Documents shall mean the Loan Documents, as modified pursuant to the terms of this Amendment.

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4. Mortgage and Other Loan Documents Confirmed. Borrower and Lender acknowledge and agree that the Mortgage shall continue to secure all of Borrower's obligations to Lender under the Loan. Except as expressly modified by this Amendment, the Original Mortgage shall remain in full force and effect as originally executed, and are hereby ratified and affirmed, and the terms of this Amendment shall be part of the Original Mortgage. All references in any of the Loan Documents to the Mortgage shall mean the Original Mortgage, as amended by this Amendment.

5. Reaffirmation of Guaranty and Environmental Indemnity. In connection with this Amendment, Guarantor hereby:

(a) Consents to and acknowledges this Amendment and acknowledges and agrees that this Amendment shall not impair, reduce or adversely affect the nature of the obligations of such Guarantor under the Guaranty or the Environmental Indemnity.

(b) Warrants and represents, to its actual knowledge, as of the date hereof, that there are no defenses, offsets or counterclaims with respect to its obligations under the Guaranty or the Environmental Indemnity.

(c) Acknowledges that the Guaranty and the Environmental Indemnity and the obligations of Guarantor contained thereunder are continuing and in full force and effect.

(d) Reaffirms the Guaranty or the Environmental Indemnity and its obligations thereunder, and acknowledges that this reaffirmation is for the benefit of Lender.

6. Termination of Terminated Bottom Guaranties. It is hereby acknowledged that those certain Bottom Guaranties (as defined in the Original Mortgage) described in Schedule II attached to the First Amendment to Side Letter (collectively, the "**Terminated Bottom Guaranty**") are hereby terminated and shall have no further force or effect. Each party to each Terminated Bottom Guaranty is hereby irrevocably and unconditionally released and forever discharged from all obligations and from any and all liabilities, claims and demands whatsoever, in law or in equity, which such party now has or may hereafter have against the other party caused by or arising out of or based on each Terminated Bottom Guaranty. At Borrower's sole cost and expense, Lender agrees to promptly execute and deliver to Borrower or any party to any Terminated Bottom Guaranty, any additional documents reasonably requested to evidence the foregoing termination and release.

7. No Novation. The modification of the Loan pursuant to this Amendment shall not constitute a novation of the Borrower's obligations which are secured by the Mortgage and shall not extinguish, impair or otherwise affect the lien and security provided by the Mortgage.

8. Counterparts. This Amendment may be executed in two or more counterpart originals, all of which together shall constitute a single agreement.

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9. Modifications. This Amendment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Successors and Assigns. This Amendment is binding upon, and shall inure to the benefit of Borrower, Guarantor and Lender and their respective successors and assigns forever.

11. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 18.1 OF THE Mortgage.

12. Limitation of Liability. This Amendment is subject to the limitation on liability set forth in the Article of the Original Mortgage entitled "Limitation of Liability."

[Remainder of Page Intentionally Blank; Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BORROWER:

FASHION OUTLETS OF CHICAGO LLC,
a Delaware limited liability company

By: _____
Name: Scott Kingsmore
Title: Senior Executive Vice President, Chief Financial Officer and Treasurer

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

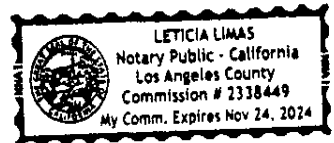
STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

On September 25, 2023, before me, Leticia Limas, NOTARY PUBLIC, personally appeared Scott Kingsmore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leticia Limas (Seal)
My Commission Expires 11/24/24



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LENDER:

METLIFE REAL ESTATE LENDING, LLC, a
Delaware limited liability company

By: MetLife Investment Management, LLC, a
Delaware limited liability company, its investment
manager

By: *Matthew W. Sharples*

Name: Matthew W. Sharples

Title: Authorized Signatory and Managing
Director

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ACKNOWLEDGMENT BY NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) §
)

On the 21st day of September in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew W. Sharples personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the entity, in its capacity above noted, upon behalf of which the person acted, executed the instrument.

Signature *Michelle B. Thomas*
Name:

Official Seal



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ACKNOWLEDGED AND AGREED TO BY:

GUARANTOR:

THE MACERICH PARTNERSHIP, L.P.,
a Delaware limited partnership

By: _____
 Name: Scott Kingsmore
 Title: Senior Executive Vice President, Chief
 Financial Officer and Treasurer

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ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

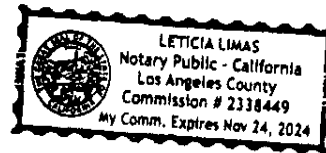
STATE OF CALIFORNIA)
) §
 COUNTY OF LOS ANGELES)

On September 25, 2023, before me, Leticia Limas, NOTARY PUBLIC, personally appeared Scott Kingsmore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Leticia Limas* (Seal)
 My Commission Expires 11/24/24



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EXHIBIT A-1 LEGAL DESCRIPTION—FEE LAND

Parcel 1: (Fee)

Lot 1 in Rosemont Outlet Mall Resubdivision, being a resubdivision of Henry Hachmeister's Division, First Addition to B.L. Carlsen's Industrial Subdivision and B.L. Carlsen's Industrial Subdivision in the East 1/2 of the Northeast 1/4 of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian, and being a resubdivision of Foster-River Road Industrial Subdivision, Owner's Division, and RPAC-1 Subdivision in the West 1/2 of the Northwest 1/4 of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian and recorded February 27, 2012 as Document 1205813031, in Cook County, Illinois.

Property Address: 5226 Fashion Outlets Way, Rosemont, Illinois 60018

Permanent Index Numbers: 12-09-213-032-0000; 12-10-102-016-0000; and 12-10-102-017-0000

Parcel 2: (Leasehold) INTENTIONALLY DELETED

Parcel 3: (Easement)

Easement for the benefit of Parcel 1 as created by the "Grant of a Temporary Construction Easement and Access, Loading, Refuse and Utility Easement Agreement" dated February 27, 2012 and recorded March 6, 2012 as Document 1206641162 from the Village of Rosemont to Fashion Outlets of Chicago LLC for the purpose of access, loading, refuse and utilities to support the development on Parcel 1 over the following described land:

The South 293.73 feet of the West 291.50 feet (as measured on the North and on the South lines thereof) of Lot 5 (excepting from said part of Lot 5 the West 200 feet thereof) and excepting from said part of Lot 5 the South 33 feet thereof) in Henry Hachmeister's Subdivision of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as Document 4183101 in Book 97 of Plats Page 45;

Excepting from the above described property that part lying South of a line drawn from the Northeast corner of the East 93 feet of the West 200 feet of the South 233 feet of said Lot 5 to the Northwest corner of Lot 6 in B.L. Carlsen's Industrial Subdivision, being a subdivision of part of Lot 5 in said Henry Hachmeister's Subdivision, filed June 3, 1960 as Document Number LR-1925132, per Deed recorded February 18, 2004 as Document 0404914037, in Cook County, Illinois.

Permanent Index Number: 12-09-213-029-0000

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EXHIBIT A-2

LEGAL DESCRIPTION—GROUND LEASE LAND

Parcel 1: (Fee) INTENTIONALLY DELETED

Parcel 2: (Leasehold)

The leasehold estate created by the instrument herein referred to as the lease, executed by: Village of Rosemont, as Lessor, and Fashion Outlets of Chicago LLC, as Lessee, dated February 22, 2012, which lease was recorded March 6, 2012 as Document 1206641163, which lease demises the following described land for a term of years beginning March 6, 2012 and ending not later than December 31, 2074.

Lot 2 in Rosemont Outlet Mall Resubdivision, being a resubdivision of Henry Hachmeister's Division, First Addition to B.L. Carlsen's Industrial Subdivision and B.L. Carlsen's Industrial Subdivision in the East 1/2 of the Northeast 1/4 of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian, and being a resubdivision of Foster-River Road Industrial Subdivision, Owner's Division, and RPAC-1 Subdivision in the West 1/2 of the Northwest 1/4 of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian and recorded February 27, 2012 as Document 1205813031, in Cook County, Illinois.

Property Address: 5240 Fashion Outlets Way, Rosemont, Illinois 60018

Permanent Index Numbers: 12-09-213-033-8001; 12-09-213-033-8002; 12-10-102-018-8001; 12-10-102-018-8002; 12-10-102-019-8001; and 12-10-102-019-8002

Parcel 3: INTENTIONALLY DELETED

Exhibit A