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Karen A. Yarbrough

Cook County Clerk

Date: 10/30/2023 10:12 AM Pg: 1 of 10

This Instrument Prepared by
and After Recording Returned to:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

Loan No.: 1883200-9001

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "**Amendment**") dated as of October 16, 2023, with an effective date of September 8, 2023, by and between **BUFFALO GROVE OP LLC**, an Illinois limited liability company ("**Mortgagor**") and **BYLINE BANK**, an Illinois banking corporation, formerly known as **INLAND BANK AND TRUST**, an Illinois state chartered banking institution ("**Mortgagee**"), its successors and its assigns.

RECITALS:

A. Pursuant to the terms of that certain Promissory Note dated as of May 8, 2018, from Mortgagor in favor of Mortgagee, in the original maximum principal amount of Fourteen Million One Hundred Eighty-Four thousand Five Hundred Twenty-Five and No/100 Dollars (\$14,184,525.00) (as it has been modified and/or amended from time to time, the "**Note**"), which Note evidences a loan from Mortgagee to Mortgagor in the current maximum principal amount of up to Fourteen Million One Hundred Eighty-Four thousand Five Hundred Twenty-Five and No/100 Dollars (\$14,184,525.00) (the "**Loan**"). The Note is secured by, among other things, a Mortgage and Security Agreement from Mortgagor dated as of May 8, 2018, and (i) recorded for the benefit of the Mortgagee in the Lake County, Illinois Recorder's Office (the "**Lake County Recorder's Office**") on May 10, 2018, as Document No. 7482426, and (ii) recorded for the benefit of the Mortgagee in the Cook County, Illinois Recorder's Office (the "**Cook County Recorder's Office**") on May 11, 2018, as Document No. 1813134053, as modified by (a) that certain First Modification of Loan Documents dated as of May 7, 2020, by and between Mortgagor and Mortgagee, and (1) recorded for the benefit of the Mortgagee in the Lake County, Illinois Recorder's Office on May 7, 2021, as Document No. 7785205, and (2) recorded for the benefit of the Mortgagee in the Cook County, Illinois Recorder's Office on September 9, 2020, as Document No. 2025339034, and (b) that certain Second Modification of Loan Documents dated as of May 8, 2023, by and between Mortgagor and Mortgagee, and (1) recorded for the benefit of the Mortgagee in the Lake County, Illinois Recorder's Office on June 26, 2023, as Document No. 7980824, and (2) recorded for the benefit of the Mortgagee in the Cook County, Illinois Recorder's Office on

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May 26, 2023, as Document No. 2314633175 (collectively, and as it may be further modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached hereto.

B. Mortgagor has requested that Mortgagee agree, among other things, (i) to extend the maturity date of the Loan from September 8, 2023, to September 8, 2026, and (ii) to decrease the maximum principal amount of the Loan and the Note from up Fourteen Million One Hundred Eighty-Four thousand Five Hundred Twenty-Five and No/100 Dollars (\$14,184,525.00), to up to Nine Million Six Hundred Eighty Thousand and No/100 Dollars (\$9,680,000.00).

C. Mortgagee has agreed to consent to the aforesaid extension and the aforesaid decrease in the amount of the Loan and the amount of the Note provided, among other things, Mortgagor enters into this Amendment which reflects the aforesaid extension and the aforesaid decrease in the amount of the Loan and the amount secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Mortgagee, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.
2. Mortgagor and Mortgagee acknowledge and agree that as of the date hereof the Note is being amended by that certain Amended and Restated Promissory Note dated as of even date herewith by Mortgagor to Mortgagee (the "**Replacement Note**") whereunder, among other things, the Maturity Date (as defined in the Note) is extended from September 8, 2023, to September 8, 2026. To reflect such extension, any and all references in the Mortgage to the date ""September 8, 2023"" are hereby deleted in their entirety and are replaced with the date "September 8, 2026."
3. Mortgagor and Mortgagee acknowledge and agree that as of the date hereof the Note is being amended and restated by the Replacement Note to, among other things, reduce the maximum principal amount of the Note to up to Nine Million Six Hundred Eighty Thousand and No/100 Dollars (\$9,680,000.00). To reflect such modification, any and all references in the Mortgage to the amount "Fourteen Million One Hundred Eighty-Four thousand Five Hundred Twenty-Five and No/100 Dollars (\$14,184,525.00)" are hereby deleted and replaced with the amount "Nine Million Six Hundred Eighty Thousand and No/100 Dollars (\$9,680,000.00)."
4. Mortgagor and Mortgagee acknowledge and agree that the fourth 'WHEREAS' paragraph contained on Page 2 of the Mortgage is hereby amended to include the following after the word "herewith" contained in the second to last line of such paragraph: "and (4) all Swap Obligations (as defined in the Note) of Mortgagor to Mortgagee under the Swap Contract (as defined in the Note), if any".
5. Mortgagor and Mortgagee agree that paragraph 20 of Mortgage is hereby amended by deleting the addresses contained therein for Mortgagee and its counsel, and inserting in lieu thereof the following replacement addresses for notices required under the terms of the Mortgage:

"Mortgagor:

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Byline Bank
 180 North LaSalle Street, Suite 300
 Chicago, Illinois 60601
 Attention: Matt Robertson

with copy to:

Duane Morris LLP
 190 South LaSalle Street, Suite 3700
 Chicago, Illinois 60603
 Attention: Daniel Kohn, Esq.”

6. Mortgagor and Mortgagee agree to amend the Mortgage by including the following new Section 33:

“33: Leases. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagor shall not enter into, cancel, surrender or terminate (except as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in such Major Lease), amend or modify any Major Lease, or make any subsequent assignment or pledge of a Major Lease, or consent to the subordination of the interest of any tenant in any Major Lease, or consent to any assignment by any tenant or any subletting, without the prior written consent of Mortgagee, which shall not be unreasonably withheld. Any attempt to do any of the foregoing without the prior written consent of Mortgagee (if such consent is required) shall be null and void. For purposes of this Section 33, any lease of greater than 4,000 square of the Premises shall be deemed to be a “Major Lease”.”

7. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

9. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signatures on following page)

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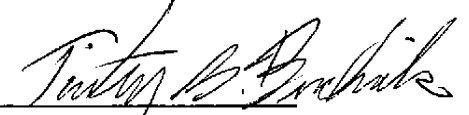
IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MORTGAGOR:

BUFFALO GROVE OP LLC,
an Illinois limited liability company

By: Buffalo Grove OP Holdings LLC, a
Delaware limited liability company,
its Managing Member

By: HP Buffalo Grove OP LLC,
an Illinois limited liability
company, its Manager

By: 
Name: Timothy G. Beechick
Its: Managing Member

MORTGAGEE:

BYLINE BANK, an Illinois banking
corporation

By: _____
Name: _____
Title: _____

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

MORTGAGOR:

BUFFALO GROVE OP LLC,
an Illinois limited liability company


By: Buffalo Grove OP Holdings LLC, a
Delaware limited liability company,
its Managing Member

By: HP Buffalo Grove OP LLC,
an Illinois limited liability
company, its Manager

By: _____
Name: Timothy G. Beechick
Its: Managing Member

MORTGAGEE:

BYLINE BANK, an Illinois banking
corporation

By: 
Name: Matthew T Robertson
Title: Senior Vice President

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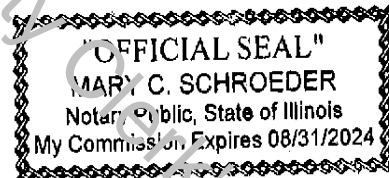
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STATE OF ILLINOIS)
) SS.:
COUNTY OF Lake)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy G. Beechick, as Managing Member of HP Buffalo Grove OP LLC, an Illinois limited liability company, the Manager of Buffalo Grove OP Holdings LLC, a Delaware limited liability company, the Managing member of **BUFFALO GROVE OP LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 10th day of October, 2023.

Mary C. Schroeder
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

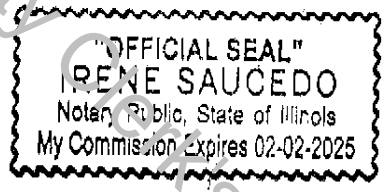
I Irene Saucedo, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Robertson, personally known to me as the SVP of **BYLINE BANK**, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her 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 Notarial Seal this 10th day of Oct, 2023.

Irene Saucedo

Notary Public

My Commission Expires: 2/2/2025



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EXHIBIT A

Legal Description

Property A: (1110 and 1120 W. Lake Cook Road)

Parcel 1:

Lots 1 and 2 in Buffalo Grove Business Park, Unit 1, being a subdivision of the West 1/2 of the Southwest 1/4 of Section 32, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois.

Parcel 2:

Non-exclusive easement appurtenant to and for the benefit of Lot 1 of Parcel 1, as created by Declaration of Easements by and between La Salle National Bank, as successor to Exchange National Bank of Chicago, as Trustee under trust agreement dated March 4, 1970, known as trust number 23674 and La Salle National Bank as Trustee under trust agreement dated January 7, 1982, known as trust 104643, dated August 2, 1983 and recorded August 17, 1983 as document 2232275, for ingress and egress, over and across the following described property:

The North 359.37 feet of the South 429.37 feet, both as measured at right angles to the South line thereof, of the West 17.5 feet of the East 636.5 feet, both as measured at right angles to the East line thereof, of the West 1/2 of the Southwest 1/4 of Section 32, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 3:

Lot 1 in Buffalo Grove Business Park Unit 4, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 32, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 4:

Non-exclusive easement appurtenant to and for the benefit of Parcels 1 and 3 for pedestrian and vehicular ingress, egress etc, as set forth in Buffalo Grove Business Park Declaration of Road Easements, Covenants and Restrictions for the Buffalo Grove Business Park recorded November 17, 1983 as document 2251413, as amended by amendments recorded February 24, 1984 as document 2268766; May 30, 1984 as document 2286521; December 4, 1989 as document 2856803, in Lake County, Illinois.

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Property B: (750 West Lake Cook Road)

Parcel 1:

Lot 1 and Lot 2 (except that part of said Lot 2 described as follows:

commencing at the most Easterly corner of said Lot 2; thence South 33 degrees, 37 minutes, 21 seconds West along the Southeasterly line of said Lot 2, 75.68 feet to an intersection with a line 25 feet, as measured at right angles, North of and parallel with a South Line of said Lot 2, said point of intersection being the point of beginning; thence continuing South 33 degrees, 37 minutes, 21 seconds West along the Southeasterly line of said Lot 2, 29.99 feet to a Southeast corner of said Lot 2; thence North 89 degrees, 53 minutes, 54 seconds West along a South Line of said Lot 2, 130.25 feet to a corner of said Lot 2; thence South 00 degrees, 23 minutes, 54 seconds East along an East Line of said Lot 2, 25 feet; thence North 89 degrees, 53 minutes, 54 seconds West, 46.22 feet to the East line of the easement for Ingress and egress and driveway purposes in said Lot 2; thence North 00 degrees, 06 minutes, 06 seconds East along said last described East Line, 50 feet; thence South 89 degrees, 53 minutes, 54 seconds East, 55.54 feet; thence North 00 degrees, 06 minutes, 06 seconds, East 7.50 feet; thence South 89 degrees, 53 minutes, 54 seconds East, 97 feet; thence South 00 degrees, 06 minutes, 06 seconds West, 7.50 feet to an intersection with a line 25 feet, as measured at right angles, North of and parallel with a South Line of said Lot 2; thence South 89 degrees, 53 minutes, 54 seconds East along said last described parallel line 40.28 feet to the point of beginning) all in Buffalo Grove Business Park Unit 9, being a subdivision in the north 1/2 of Section 5, Township 42 North, Range 11, East of the Third principal Meridian, according to the Plat thereof recorded November 1, 1988 as document 88504177, in Cook County, Illinois, and in the South 1/2 of Section 32, Township 43 North, range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 19, 1988 as document 2702199, in Lake County, Illinois.

Parcel 2:

Non-exclusive easement appurtenant to and for the benefit of Parcel 1 for temporary parking of motor vehicles of permitted users, pedestrian and vehicular ingress, egress etc., as set forth in Cross Easement Agreement for Parking recorded November 16, 2010 as document 6670807 and First Amendment to Cross Easement Agreement for Parking recorded May 10, 2018 as document 7482425 in Lake County, Illinois and as contained in the Cross Easement Agreement for Parking recorded November 10, 2010 as document 1031456047 and First Amendment to Cross Easement Agreement for Parking recorded May 9, 2018, as document 1812901192 in Cook County, Illinois.

Parcel 3:

Non-exclusive easement appurtenant to and for the benefit of Parcels 1 and 3 for pedestrian and vehicular ingress, egress etc, as set forth in Buffalo Grove Business Park Declaration of Road Easements, Covenants and Restrictions for the Buffalo Grove Business Park recorded November 17, 1983 as document 2251413, as amended by amendments recorded February 24, 1984 as document 2268766; May 30, 1984 as document 2286521; December 4, 1989 as document 2856803, in Lake County, Illinois and as contained in the Parking and Access Cross Easement

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Agreement recorded December 4, 1989 as document 89576281 and the amendment recorded October 4, 1993 as document 93797080 and recoded February 2, 1994 as document 94110519 in Cook County, Illinois.

Permanent Index Numbers:

Lake County: 15-32-308-001; 15-32-308-002; 15-32-308-004; and 15-32-310-002

Cook County: 03-05-200-013-0000

Common Address: 750, 1110 and 1120 West Lake Cook Road, Buffalo Grove, Illinois 60089

Property of Cook County Clerk's Office