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Doc#: 2336006126 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/26/2023 10:54 AM Pg: 1 of 7

**Instrument prepared by
and after recording return to:**

Riemer & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02114
Attention: Kevin J. Lyons, Esq.

Property Address:
3333 Beverly Road and 551 and 685 Higgins Road
Hoffman Estates, Illinois

PIN(s): 01-31-201-003-0000
01-31-202-002-0000
01-32-100-005-0000

(Space above reserved for Recorder's Use)

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

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING AND FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of December 22, 2023, by and between COMPASS DATACENTERS ORD I, LLC, a Delaware limited liability company ("Mortgagor"), having an address at c/o Compass Datacenters, LLC, 14555 North Dallas Parkway, Suite 125, Dallas, Texas 75254, and CITIZENS BANK, N.A., a national banking association, having an address at 28 State Street, 14th Floor, Boston, Massachusetts 02109, as administrative agent ("Mortgagee" or "Administrative Agent") on behalf of the Secured Parties.

WITNESSETH:

WHEREAS, Borrowers (as defined in the Existing Credit Agreement), Lenders and Administrative Agent have entered into a certain loan arrangement (the "Loan Arrangement") pursuant to a certain Credit Agreement dated as of December 16, 2021, as amended by that certain First Amendment to Credit Agreement dated as of January 14, 2022, as further amended by that certain Second Amendment to Credit Agreement dated as of February 9, 2022, as further amended by that certain Borrower Joinder Agreement dated as of March 7, 2022, as further amended by that certain Third Amendment to Credit Agreement dated as of April 11, 2022, as further amended by that certain Fourth Amendment to Credit Agreement dated as of July 28, 2022, as further amended by that certain Fifth Amendment to Credit Agreement dated as of November 28, 2022, as further amended by that certain Sixth Amendment to Credit Agreement dated as of August 17, 2023, as further amended by that certain Borrower Joinder Agreement dated as of August 21, 2023, as further amended by that certain Borrower Joinder Agreement dated as of September 22, 2023, as

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further amended by that certain Seventh Amendment to Credit Agreement dated as of November 22, 2023 (the "Seventh Amendment to Credit Agreement"), and as further amended by that certain Eighth Amendment to Credit Agreement dated as of December 7, 2023 (the "Eighth Amendment to Credit Agreement") (as the same may be Modified from time to time, the "Existing Credit Agreement"), which Loan Arrangement is secured by, among other documents, certain promissory notes and (i) that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of September 22, 2023, by Mortgagor to Administrative Agent, on behalf of the Secured Parties, and recorded on September 25, 2023, as Document No. 2326815032, in the Official Records of Cook County, Illinois (the "Official Records") (the "Existing Mortgage"), and (ii) that certain Assignment of Leases and Rents dated as of September 22, 2023, by Mortgagor to Administrative Agent, on behalf of the Secured Parties, and recorded on September 25, 2023, as Document No. 2326815033, in the Official Records (the "Existing Assignment of Leases and Rents"; the Existing Credit Agreement, the Existing Mortgage, the Existing Assignment of Leases and Rents, together with any and all other documents, instruments and agreements executed in conjunction with the establishment of the Loan Arrangement shall be collectively referred to hereinafter as the "Existing Loan Documents"). Capitalized terms used but not defined herein shall have the meanings given in the Existing Mortgage or the Existing Assignment of Leases and Rents, as applicable;

WHEREAS, since the date of the Existing Mortgage and the Existing Assignment of Leases and Rents, Borrowers, Required Lenders and Administrative Agent have entered into the Seventh Amendment to Credit Agreement and the Eighth Amendment to Credit Agreement; and

WHEREAS, Mortgagor and Administrative Agent wish to amend the Existing Mortgage and the Existing Assignment of Leases and Rents, and to confirm that the Existing Mortgage and the Existing Assignment of Leases and Rents continue to secure the Secured Obligations, all as more particularly hereinafter set forth.

NOW THEREFORE, Mortgagor and Administrative Agent hereby covenant and agree as follows:

1. The Existing Mortgage and the Existing Assignment of Leases and Rents are hereby amended as follows:
 - a. All references to the term "Credit Agreement" shall mean the Existing Credit Agreement, as may be further amended, modified, supplemented or restated from time to time.
 - b. All references to the term "Mortgage" shall mean the Existing Mortgage, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.

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- c. All references to the term "Assignment" shall mean the Existing Assignment of Leases and Rents, as amended by this Amendment and as may be further amended, modified, supplemented or restated from time to time.
- d. All references to the term "Loan Documents" shall mean the Existing Loan Documents, as amended by this Amendment, and as may be further amended, modified, supplemented or restated from time to time.

2. Mortgagor acknowledges and agrees that as of the date hereof Mortgagor has no offsets, defenses or counterclaims against Administrative Agent or the Secured Parties with respect to the Existing Mortgage or the Existing Assignment of Leases and Rents and to the extent that Mortgagor has any such claims Mortgagor affirmatively WAIVES and RELEASES such claims.

3. This Amendment and all other instruments executed in connection herewith incorporate all discussions and negotiations between Mortgagor and Administrative Agent either express or implied concerning the matters included herein and in such other documents, any statute, custom or usage to the contrary notwithstanding.

4. Except as specifically modified herein, all terms and conditions of the Existing Mortgage and the Existing Assignment of Leases and Rents remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

6. All rights and obligations under this Amendment, including matters of construction, validity and performance, shall be governed by and construed in accordance with Section 33 of the Existing Mortgage and Section 7 of the Existing Assignment of Leases and Rents.

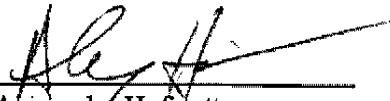
7. THIS AMENDMENT, THE EXISTING MORTGAGE AS AMENDED BY THIS AMENDMENT, THE EXISTING ASSIGNMENT OF LEASES AND RENTS AS AMENDED BY THIS AMENDMENT, THE EXISTING CREDIT AGREEMENT AND THE OTHER EXISTING LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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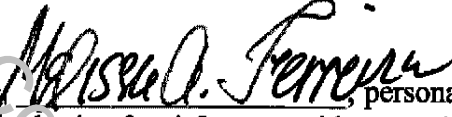
IN WITNESS WHEREOF, Mortgagor and Administrative Agent have executed this Amendment under seal as of the day and year first above written.

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A., a national banking association

By: 
Name: Alexander Hofstetter
Title: Senior Vice President

STATE OF RHODE ISLAND)
) ss.
COUNTY OF PROVIDENCE)

On Nov. 13th, 2023, before me, , personally appeared Alexander Hofstetter, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the laws of the State of Rhode Island that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

MELISSA A. FERREIRA, Notary Public
State of Rhode Island and Providence Plantations
Commission Expires 02-08-2026



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 AND 3 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, RECORDED AUGUST 5, 1991 AS DOCUMENT NUMBER 91394943, A SUBDIVISION OF PART OF SECTIONS 31, 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 3 AND 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF THE LAND DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 92573116.

PARCEL 2:

LOT 1A IN FINAL PLAT OF RESUBDIVISION OF LOT 1 IN PRAIRIE STONE, BEING A RESUBDIVISION OF PART OF SECTION 31 AND 32, TOWNSHIP 42 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT NUMBER 1013244049, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH NON-EXCLUSIVE EASEMENTS CONTAINED IN SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT NO. 91105432, AND AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, RELATING TO AND INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

FIRST SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JULY 31, 1992 AS DOCUMENT NO. 91383966;

SECOND SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED OCTOBER 23, 1991 AS DOCUMENT NO. 91554407;

THIRD SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED NOVEMBER 4, 1994 AS DOCUMENT NO. 94944869;

FIRST AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JUNE 26, 1995 AS DOCUMENT NO. 95408255;

FOURTH SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED FEBRUARY 14, 2007 AS DOCUMENT NO. 0704518041 RERECORDED AS DOCUMENT NO. 0831018027;

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SECOND AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 30, 2017 AS DOCUMENT NUMBER 1708939175;

WITH REGARD THERETO:

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED APRIL 20, 2016 AND RECORDED JUNE 2, 2016 AS DOCUMENT NO. 1615457008;

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 13, 2022 AND RECORDED SEPTEMBER 16, 2022 AS DOCUMENT NO. 2225907004;

THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED NOVEMBER 02, 2022 AS DOCUMENT NO. 2230646023 RE-RECORDED DECEMBER 1, 2022 AS DOCUMENT NO. 2233516009; AND

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 12, 2023 AND RECORDED SEPTEMBER 14, 2023 AS DOCUMENT NO. 2325715084.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED IN DRIVEWAY ACCESS EASEMENT AGREEMENT AND RESERVATION FOR SHARED PARKING, RECORDED JUNE 8, 2010 AS DOCUMENT 1015918060.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED IN EASEMENT AGREEMENT FOR RING ROAD LIGHTING ELECTRICAL PANEL AND HEADWALL, RECORDED JUNE 8, 2010 AS DOCUMENT 1015918059.

Property Addresses: 3333 Beverly Road and 551 and 685 Higgins Road, Hoffman Estates, Illinois

PINs: 01-31-201-003-0000; 01-31-202-002-0000; 01-32-100-005-0000