

**FIFTH AMENDMENT TO MORTGAGE, OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE, ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT**

THIS FIFTH AMENDMENT TO MORTGAGE, OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE, ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Amendment"), made and entered into as of the 4th day of April, 2014, is by and between AMSTED RAIL COMPANY, INC. (successor by merger to AFS-Keystone, Inc.), with a mailing address of c/o Amsted Industries Incorporated, 205 North Michigan Avenue, 44<sup>th</sup> Floor, Chicago, Illinois 60601 (the "Mortgagor"), and BANK OF AMERICA, N.A., a national banking association, as Collateral Agent, with a mailing address of 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, California 94103 (in such capacity as Collateral Agent, "Mortgagee").

**WITNESSETH**

WHEREAS, Amsted Industries Incorporated, a Delaware corporation (the "Borrower") is party to that certain Third Amended and Restated Credit Agreement dated as of November 15, 2011 by and among the Borrower, Bank of America, N.A., in its capacity as administrative agent and collateral agent, and certain lenders party thereto (as amended and restated, the "Existing Credit Agreement");

WHEREAS, the Existing Credit Agreement is secured in part by that certain Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of October 16, 2000 executed by the Mortgagor and recorded as Document No. 2000 077737 in the Official Records of Lake County, Indiana, as amended by that certain First Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of August 19, 2003 and recorded as Document No. 2003 116719 in Official Records of Lake County, Indiana, by that certain Second Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Fixture Filing and Financing Statement and Assignment Agreement dated as of April 6, 2006 and recorded as Instrument No. 2006031775 in the Official Records of Lake County, Indiana, by that certain Third Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of September 30, 2009 and recorded as Document No. 2009 068830 in the Official Records of Lake County, Indiana, as assigned to Mortgagee pursuant to the terms of that certain Assignment of Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of September 30, 2009 and recorded as Document No. 2009 068829 in the Official Records of Lake County, Indiana and as further amended by that certain Fourth Amendment to Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement dated as of November 15, 2011 and recorded as

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Document No. 2011 069306 in the Official Records of Lake County, Indiana (as amended and assigned, the "Mortgage");

WHEREAS, the Existing Credit Agreement is being replaced with a Fourth Amended and Restated Credit Agreement by and among the Borrower, Bank of America, N.A., as administrative agent and collateral agent, the lenders party thereto, and Wells Fargo Bank, N.A., as an issuing bank (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the execution of the Credit Agreement that the Mortgage be amended as set forth herein.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. Amendment of Mortgage. The Mortgage is hereby amended as follows:

(a) Amended Credit Agreement. All references in the Mortgage to the "Credit Agreement" shall be deemed to be references to the Credit Agreement as defined in this Amendment.

(b) Termination Date. All references in the Mortgage to "November 14, 2016" are hereby deleted and replaced with "March 19, 2019". All references in the Mortgage to "November 15, 2016" are hereby deleted and replaced with "March 20, 2019".

(c) Principal Amount. All references in the Mortgage to "\$350,000,000.00" are hereby deleted and replaced with "\$500,000,000.00".

(d) Section 2.01. Section 2.01 of the Mortgage is amended to read as follows:

"SECTION 2.01. Obligations Secured. This Mortgage secures the payment of all Obligations of Mortgagor now or hereafter existing under or (a) in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, (b) the payment of all obligations of Mortgagor now or hereafter existing under any Hedge Agreement between Mortgagor and any Hedge Bank, (c) all obligations now or hereafter existing under any Treasury Management Agreement between Mortgagor and any Treasury Management Provider and (e) all obligations of Mortgagor now or hereafter existing with respect to any Designated Foreign Facility Agreement (all such obligations described in clauses (a), (b), (c), (d) and (e) above collectively, the "**Secured Obligations**"); provided, however, that the aggregate amount of the above

obligations the payment of which is secured by this Mortgage shall not exceed \$500,000,000.00 (“*Maximum Amount*”). The Secured Obligations shall become due and payable no later than March 20, 2019.”

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

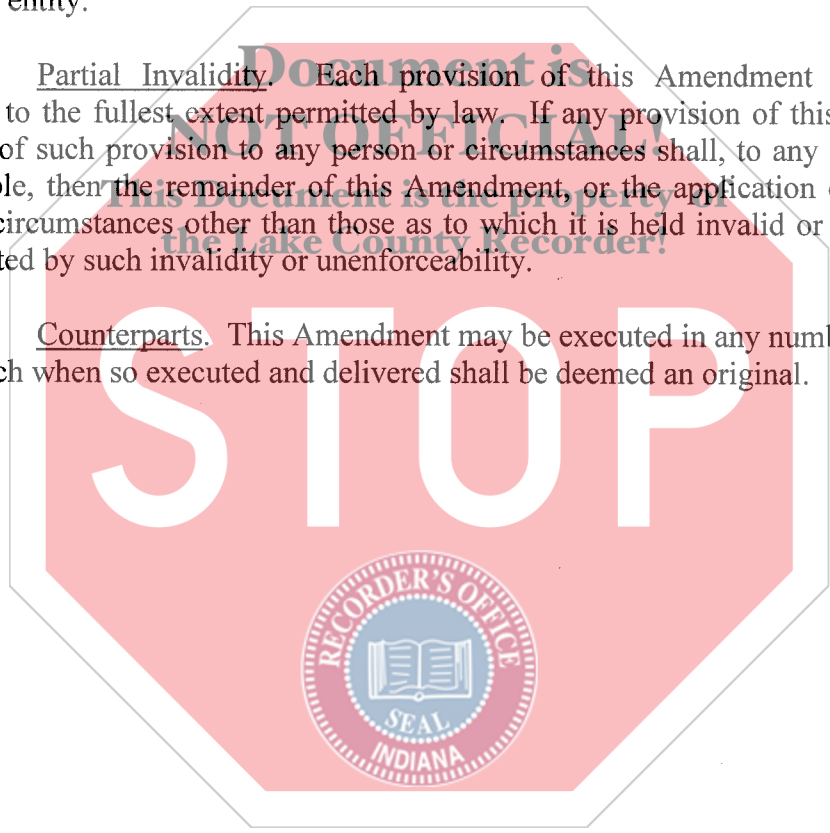
3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Headings. The headings of the paragraphs of this Amendment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Amendment or used in any manner in the interpretation of this Amendment.

5. Interpretation. Whenever the context so requires in this Amendment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

6. Partial Invalidity. Each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Amendment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.



IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date above first written.

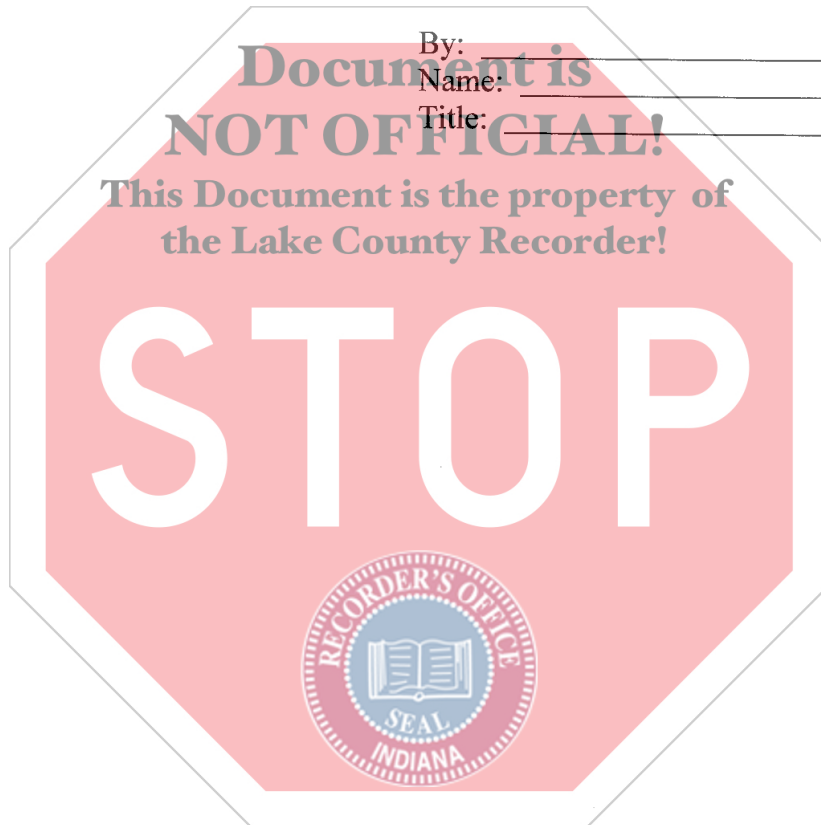
Mortgagor:

AMSTED RAIL COMPANY, INC.,  
a Delaware corporation

By: Glenn E. Chamberlin  
Name: Glenn E. Chamberlin  
Title: V.P. - Treasurer

Mortgagee:

BANK OF AMERICA, N.A.,  
as Collateral Agent



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Site No. 2

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date above first written.

Mortgagor:

AMSTED RAIL COMPANY, INC.,

a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Site No. 2

STATE OF IL )  
 )  
COUNTY OF COOK ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Glenn Chamberlin, known to be the VP-Treasurer of Amsted Rail Company, Inc., a Delaware corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 4<sup>th</sup> day of April, 2014.

Renee A. Ozanic  
Notary Public – Signature

Renee A. Ozanic  
Notary Public – Printed

My Commission Expires:

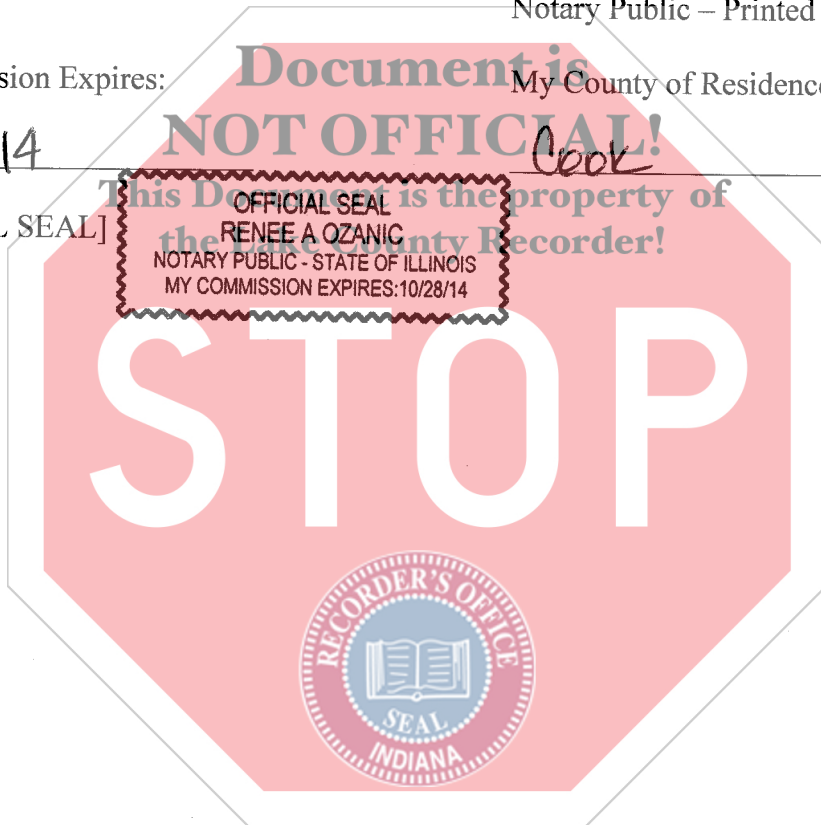
10/28/14

My County of Residence:

Cook

[NOTARIAL SEAL]

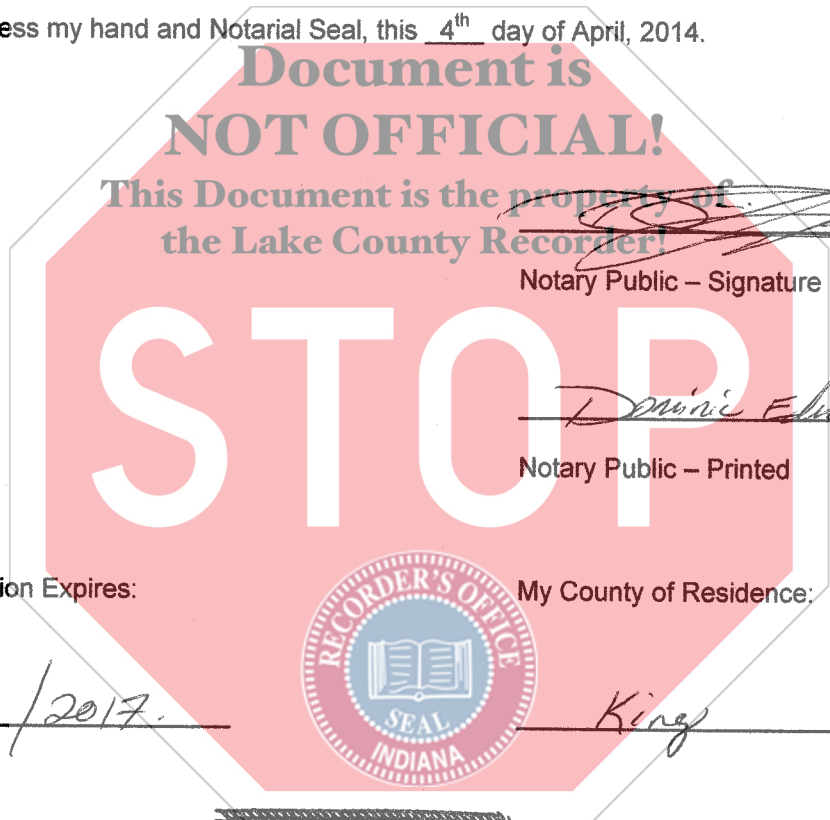
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NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES:10/28/14



STATE OF WASHINGTON )  
 ) SS:  
COUNTY OF KING )

Before me, a Notary Public in and for said County and State, personally appeared Tiffany Shin, known to be the Assistant Vice President of Bank of America, N.A., a national banking association, as Collateral Agent, and acknowledged the execution of the foregoing for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 4<sup>th</sup> day of April, 2014.



My Commission Expires:

8/10/2017

My County of Residence:

King

[NOTARIAL SEAL]

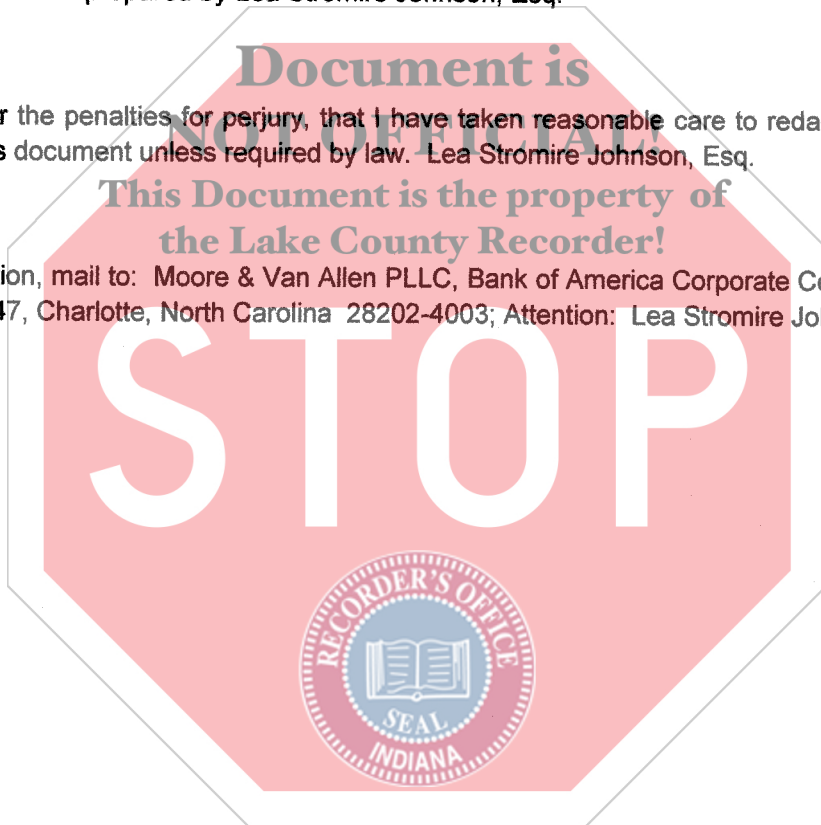
**Notary Public**  
**State of Washington**  
**DOMINIC EDWARD IMPALA**  
**MY COMMISSION EXPIRES**  
**August 10, 2017**

This instrument was prepared by Lea Stromire Johnson, Esq.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Lea Stromire Johnson, Esq.

**This Document is the property of  
the Lake County Recorder!**

After recordation, mail to: Moore & Van Allen PLLC, Bank of America Corporate Center, 100 North Tryon Street, Floor 47, Charlotte, North Carolina 28202-4003; Attention: Lea Stromire Johnson.



Site No. 2

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**EXHIBIT A**

**LEGAL DESCRIPTION**

AFS-KEYSTONE, INC., a Delaware corporation is a record owner of a fee interest in the property located at 4831 Hohman Avenue, Hammond, Indiana and described on this Exhibit A.

*[See Attached Pages for Legal Description]*



4831 HOHMAN AVENUE, HAMMOND IN 46327

The land referred to in this Commitment is described as follows:

Parcel 1: A parcel of land in Section 25, Township 37 North, Range 10 West and Section 36, Township 37 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian lying East of Hohman Avenue, South of Hoffman Street and West of Sohl Avenue, more particularly described as follows to wit: Commencing at the East right-of-way line of Hohman Avenue and the intersection of the South line of Section 25, Township 37 North, Range 10 West, thence North 22 degrees 36 minutes 00 seconds East and a distance of 99.38 feet to the place of beginning; thence South 22 degrees 52 minutes 07 seconds East a distance of 14.2 feet; thence South 66 degrees 24 minutes 00 seconds East a distance of 347.20 feet; thence South 67 degrees 44 minutes 00 seconds East a distance of 116.10 feet; thence South 71 degrees 59 minutes 50 seconds East on an arc 37.83 feet concave to the Southwest whose radii are 3131.74 feet and interior angle is 00 degrees 41 minutes 32 seconds; thence South 74 degrees 10 minutes 24 seconds East on an arc 291.62 feet which is concave to the Southwest whose radii are 1992.08 feet and interior angle is 08 degrees 23 minutes 15 seconds; thence South 78 degrees 24 minutes 00 seconds East a distance of 330.19 feet; thence North 13 degrees 18 minutes 49 seconds West on an arc 2.50 feet which is concave to the Southwest whose radii are 985.37 feet and interior angle is 00 degrees 08 minutes 30 seconds; thence North 06 degrees 48 minutes 39 seconds West on an arc 234.38 feet concave to the Southwest whose radii are 985.37 feet and interior angle is 13 degrees 37 minutes 42 seconds; thence North 00 degrees 10 minutes 00 seconds East a distance of 24.64 feet; thence North 89 degrees 50 minutes 00 seconds West a distance of 18.99 feet; thence North 67 degrees 06 minutes 40 seconds West a distance of 316.73 feet; thence North 53 degrees 39 minutes 20 seconds West on an arc 141.80 feet concave to the Southwest whose radii are 603.85 feet and interior angle is 13 degrees 27 minutes 20 seconds; thence South 56 degrees 47 minutes 31 seconds West a distance of 18.99 feet; thence North 33 degrees 12 minutes 29 seconds West on an arc 26.77 feet concave to the Southwest whose radii are 44.69 feet and interior angle is 34 degrees 18 minutes 51 seconds; thence North 67 degrees 31 minutes 20 seconds West a distance of 373.90 feet; thence North 00 degrees 04 minutes 00 seconds East a distance of 113.15 feet; thence North 89 degrees 28 minutes 00 seconds West a distance of 134.0 feet; thence South 00 degrees 04 minutes 00 seconds West a distance of 115.0 feet; thence South 22 degrees 36 minutes 00 seconds West a distance of 286.31 feet to the point of beginning, all in Lake County, Indiana.

Parcel 2: A parcel of land in Section 36, Township 37 North, Range 10 West of the Second Principal Meridian lying East of Hohman Avenue, South of Hoffman Street, West of Sohl Avenue and North of the Grand Calumet River more particularly described as follows to wit: Commencing at the East right of way line of Hohman Avenue and the intersection of the North line of Section 36, Township 37 North, Range 10 West; thence South 22 degrees 35 minutes 00 seconds West a distance of 86.14 feet to the point of beginning; thence South 58 degrees 52 minutes 13 seconds East a distance of 397.92 feet; thence South 61 degrees 39 minutes 19 seconds East a distance of 132.13 feet; thence North 22 degrees 36 minutes 00 seconds East a distance of 188.11 feet; thence North 68 degrees 27 minutes 58 seconds West on an arc 164.51 feet concave to the Southwest whose radii are 2291.09 feet and interior angle is 08 degrees 13 minutes 08 seconds; thence North 60 degrees 39 minutes 17 seconds West on an arc 134.91 feet concave to the Southwest whose radii are 670.60 feet and interior angle is 11 degrees 31 minutes

36 seconds; thence North 67 degrees 01 minutes 54 seconds West a distance of 115.43 feet; thence North 61 degrees 33 minutes 35 seconds West on an arc 112.48 feet concave to the Southwest whose radii are 480.46 feet and interior angle is 13 degrees 24 minutes 50 seconds; thence South 22 degrees 36 minutes 00 seconds West a distance of 140.79 feet to the point of beginning, all in Lake County, Indiana.

Parcel 3: A parcel of land in Section 36, Township 37 North, Range 10 West of the Second Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East right of way line of Hohman Avenue and the North line of Section 36, Township 37 North, Range 10 West; thence South 22 degrees 36 minutes 00 seconds West 86.14 feet; thence South 58 degrees 52 minutes 13 seconds East 397.92 feet; thence South 61 degrees 39 minutes 19 seconds East 132.13 feet to the place of beginning; thence South 61 degrees 39 minutes 19 seconds East 369.51 feet; thence South 64 degrees 19 minutes 57 seconds East 382.05 feet; thence South 63 degrees 42 minutes 47 seconds East 118.52 feet; thence North 08 degrees 32 minutes 15 seconds West on an arc 366.89 feet which is concave to the Northeast whose radii are 925.37 feet and interior angle is 22 degrees 43 minutes 00 seconds; thence North 19 degrees 53 minutes 45 seconds West 12.74 feet; thence North 17 degrees 45 minutes 15 seconds West on an arc 73.66 feet which is concave to the Southwest whose radii are 985.37 feet and interior angle is 4 degrees 17 minutes 00 seconds; thence North 79 degrees 30 minutes 41 seconds West 146.37 feet; thence South 80 degrees 25 minutes 30 seconds West 37.17 feet; thence North 72 degrees 30 minutes 13 seconds West 10.41 feet; thence North 77 degrees 21 minutes 58 seconds West on an arc 44.76 feet which is concave to the Northeast whose radii are 263.71 feet and interior angle is 9 degrees 43 minutes 30 seconds; thence North 81 degrees 39 minutes 19 seconds West 50.01 feet; thence North 82 degrees 13 minutes 24 seconds West 92.91 feet; thence North 76 degrees 43 minutes 15 seconds West on an arc 107.14 feet which is concave to the Southeast whose radii are 1206.74 feet and interior angle is 05 degrees 05 minutes 20 seconds; thence North 72 degrees 21 minutes 28 seconds West on an arc 145.78 feet which is concave to the Southeast whose radii are 2291.09 feet and interior angle is 3 degrees 38 minutes 44 seconds; thence South 22 degrees 36 minutes 00 seconds East 188.11 feet to the place of beginning, except the following described tract:

Beginning North 63 degrees 42 minutes 47 seconds West a distance of 100.45 feet West of the Westerly right of way line of Sohl Avenue; thence North 07 degrees 47 minutes 47 seconds East 120.24 feet; thence North 32 degrees 21 minutes 13 seconds West on an arc 388.20 feet which is concave to the Northeast whose radii are 276.99 feet; and interior angle is 80 degrees 18 minutes 00 seconds; thence South 80 degrees 25 minutes 30 seconds East 37.17 feet; thence South 28 degrees 44 minutes 19 seconds East on an arc 376.24 feet which is concave to the Northeast whose radii are 294.99 feet and interior angle is 73 degrees 04 minutes 34 seconds; thence South 07 degrees 47 minutes 47 seconds West 126.26 feet; thence North 63 degrees 42 minutes 47 seconds West a distance of 18.98 feet to the place of beginning, in Lake County, Indiana.