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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 066582

2017 OCT -2 AM 9: 24

[SPACE ABOVE FOR RECORDER'S USE] **MICHAEL B. BROWN**
RECORDER

**THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED, SHOULD BE
RETURNED TO:**

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326
Attn: Frederick C. C. Boyd, III, Esq.

Cross-Reference:

Leasehold Mortgage, Security Agreement,
Assignment of Leases and Rents and Fixture
Filing dated November 20, 2014, recorded on
December 15, 2014, as Document No. 2014
079664 in the real estate records of Lake
County, Indiana.



Unit:
Store No. 9712
10319 Indianapolis Blvd.
Highland, Indiana 46322
Lake County
Property Description attached as Exhibit "A"
Parcel No: 45-07-33-351-001000-026

**FIRST MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (hereinafter referred to as this "Amendment"), made and entered into as of the 19th day of September, 2017, by and between **TRI CITY FOODS OF INDIANA, INC.**, a Delaware corporation, as the mortgagor (herein, together with its successors and assigns, called "Mortgagor"), with a mailing address at 4415 Highway 6, Sugar Land, Texas 77478, for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, individually and in its capacity as Administrative Agent, for the benefit of itself, the Secured Parties, and any other holder of Obligations, as the mortgagee (herein, together with its successors and assigns, called "Mortgagee"), with a mailing address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attn: Loan Administration.

RECITALS

A. Mortgagor, Houston Foods, Inc., a Texas corporation, Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, Northeast Foods, LLC, a Massachusetts limited liability company, Tri City Foods, Inc., a Delaware corporation, Tri City Foods of Illinois, Inc., a Delaware corporation, Tri City Foods of Iowa, Inc., a Delaware corporation, Tri City Foods of Minnesota, Inc., a Delaware corporation, Tri City Foods of Nebraska, Inc., a Delaware corporation, and Tri City Foods of Wisconsin, Inc., a Delaware corporation (collectively, the "Borrower") have entered into that certain Amended and Restated Credit Agreement dated as of January 26, 2015, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of May 24, 2016,

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Handwritten signature: #15059 JB

as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of July 28, 2016, and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement dated as of May 26, 2017 (as so amended, the "Existing Credit Agreement") pursuant to which the Lenders made certain loans to the Borrower (the "Existing Loans") and Borrower executed and delivered to the Lenders certain promissory note or notes, evidencing Borrower's obligation to repay the Existing Loans (collectively, the "Existing Notes").

B. As collateral for the Existing Loans, Mortgagor executed and delivered in favor of Mortgagee, among other mortgages, deeds to secure debt, deeds of trust and other security documents, that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 20, 2014, recorded on December 15, 2014, as Document No. 2014 079664 in the real estate records of Lake County, Indiana (together with all amendments and modifications prior to the date hereof, the "Mortgage"), encumbering the real property further described on Exhibit "A" attached hereto.

C. Borrower, Lenders and Mortgagee have entered into that certain Second Amended and Restated Credit Agreement dated as July 31, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Mortgagee and the Lenders agreed to amend and restate the Existing Credit Agreement. Pursuant to the Credit Agreement, the Mortgagee and/or Lenders have agreed to loan certain funds to Borrower (collectively, the "Loan") and Borrower has executed and delivered to the Lenders certain promissory notes, evidencing Borrowers' obligation to repay the Loan (collectively, the "Notes").

D. Mortgagor and Mortgagee wish to modify the Mortgage to reflect the amendment and restatement of the Existing Credit Agreement by the execution and delivery of the Credit Agreement.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH, that in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows effective as of the date hereof:

1. Modifications to Mortgage.

a. The Mortgage is hereby modified and amended by deleting the first WHEREAS clause of the Recitals in its entirety and simultaneously substituting in lieu thereof the following:

WHEREAS, Mortgagor, Houston Foods, Inc., a Texas corporation, Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, Northeast Foods, LLC, a Massachusetts limited liability company, Tri City Foods, Inc., a Delaware corporation, Tri City Foods of Illinois, Inc., a Delaware corporation, Tri City Foods of Iowa, Inc., a Delaware corporation, Tri City Foods of Minnesota, Inc., a Delaware corporation, Tri City Foods of Nebraska, Inc., a Delaware corporation, and Tri City Foods of Wisconsin,

Inc., a Delaware corporation (collectively, the “Borrower”) have entered into that certain Second Amended and Restated Credit Agreement dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement);

b. The Mortgage is hereby modified and amended by deleting Section 1.1 of the Mortgage in its entirety and simultaneously substituting in lieu thereof the following new Section 1.1:

1.1 Indebtedness. The Mortgagee has established up to TWO HUNDRED FIFTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$257,500,000.00) in secured credit facilities in favor of the Borrower pursuant to the terms of the Credit Agreement, which credit facilities mature on July 31, 2022. This Mortgage is given to secure the payment and performance by the Mortgagor and the other Loan Parties of (a) all Obligations, (b) all obligations under Related Credit Arrangements, and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (all of which whether now existing or hereafter arising, collectively, the “Indebtedness”).

c. The Mortgage is hereby modified and amended by deleting Section 6.11(h) of the Mortgage in its entirety and simultaneously substituting in lieu thereof the following new Section 6.11(h):

(h) Future Advances. Pursuant to Ind. Code 32-29-1-10, the lien of this Mortgage with respect to modifications, extensions, renewals and any future advances up to the maximum principal amount of \$515,000,000.00, and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such modification, extension, renewals or future advances may occur after the Mortgage is executed and recorded.

d. The Mortgage is hereby modified and amended by deleting Section 6.11(p) of the Mortgage in its entirety and simultaneously substituting in lieu thereof the following new Section 6.11(p):

(p) Maturity Date. The original maturity of the Loan is July 31, 2022, which date may be extended from time to time by Mortgagee without amendment of this Mortgage.

2. Additional Advances. The Notes evidence additional advances by, and obligations in favor of, the Lenders. It is agreed that these additional advances and obligations shall be equally secured with the original indebtedness evidenced by the Existing Notes and are subject to all of the terms and provisions of the Mortgage and the Credit Agreement.

3. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Credit Agreement.

4. Ratification. Mortgagor and Mortgagee intend and agree that the Mortgage shall continue in full force and effect as valid and effective liens on all of the Premises (as defined in the Mortgage). The Mortgage is hereby ratified and confirmed, shall continue to constitute the binding obligation and agreement of Mortgagor in favor of Mortgagee, and shall secure the Notes and all other Obligations under the Credit Agreement as fully as if the Mortgage had been executed and delivered concurrently with the execution and delivery of this Amendment. All representations and warranties set forth in the Mortgage are restated as of the date of this Amendment and are true and correct as of the date of this Amendment, as if made on the date of this Amendment. Except as herein expressly modified or amended, all the terms and conditions of the Mortgage remain in full force and effect and are hereby ratified, affirmed, and approved. Nothing herein shall be deemed to constitute a novation of the Mortgage or any of the Obligations.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and the Lenders and their respective successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.

6. Cross Reference. All references in the Credit Agreement to the "Mortgage" shall hereafter include the modifications to the Mortgage set forth herein.

7. Counterparts. This Amendment may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

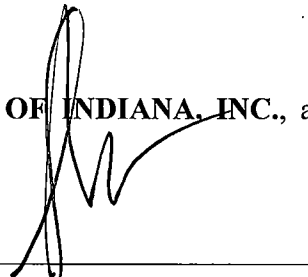
[SIGNATURES BEGIN ON NEXT PAGE]

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

MORTGAGOR:

TRI CITY FOODS OF INDIANA, INC., a Delaware corporation

By: _____
Name: Shoukatali Dhanani
Title: President



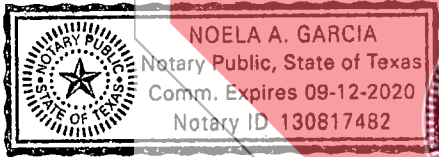
Document is NOT OFFICIAL!

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

STATE OF Texas
COUNTY OF Fort Bend

ss:

The foregoing Amendment was acknowledged before me this 5th day of September, 2017, by Shoukatali Dhanani, the President of TRI CITY FOODS OF INDIANA, INC., a Delaware corporation, on behalf of said corporation, as its free act and deed.



Noela A. Garcia
Notary Public, State of Texas
My Commission Expires: 09-12-2020

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: *Denise Crouch*
Name: **Denise Crouch**
Title: **Vice President**

ACKNOWLEDGEMENT

Document is NOT OFFICIAL!

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 *San Diego*

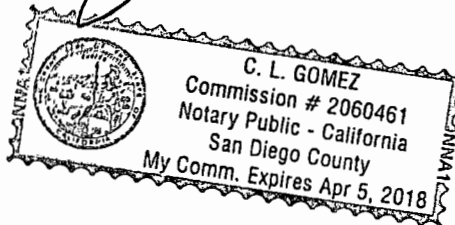
On *August 22*, 2017, before me, *C. L. Gomez*, Notary Public, personally appeared *Denise Crouch* who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person 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.

C. L. Gomez
Notary Public

(SEAL)



INDIANA REDACTING STATEMENT

I affirm under penalties of perjury that I have taken reasonable care to redact each social security number in this document unless required by law. /s/ Frederick C. C. Boyd, III, Esq.

This instrument was prepared by, and when recorded return to:

Frederick C. C. Boyd, III, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326.



Unit:
Store No. 9712
10319 Indianapolis Blvd.
Highland, Indiana 46322
Lake County

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

Document is NOT OFFICIAL
This Document is the property of Lake County Recorder

THAT PART OF LOT 1 IN HIGHLAND TOWN CENTER SUBDIVISION, BEING A SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF SOUTH WEST QUARTER OF SECTION 33, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1994 AS DOCUMENT NO. 94063408, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 01 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 1148.11 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 0.09 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 17.72 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 20 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 374.45 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 46 SECONDS EAST, ALONG WESTERLY LINE OF SAID LOT 1, 40.57 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 60.00 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 39.55 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 125.89 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 184.72 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 41 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 14.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, 135.86; THENCE NORTH 44 DEGREES 02 MINUTES 57 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT 1, 39.06 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 6.73 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, 34.00 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 195.00 FEET AN ARC DISTANCE OF 91.43 FEET AND A CHORD BEARING SOUTH 78 DEGREES 43 MINUTES 51 EAST, TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 17 MINUTES 54 SECONDS EAST, 138.72 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 46 SECONDS EAST, 33.66 FEET; THENCE SOUTHERLY ON A CURVE HAVING A RADIUS OF 441.00 FEET, AN ARC DISTANCE OF 58.15 FEET AND A CHORD BEARING SOUTH 17 DEGREES 33 MINUTES 43 SECONDS WEST; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF LOT 1, 270.64 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

Parcel No. 45-07-33-351-001.000-026