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2019-082058

2019 Nov 27 10:51 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

AMENDED AND RESTATED SUBORDINATION AND ATTORNMENT AGREEMENT

This AMENDED AND RESTATED SUBORDINATION AND ATTORNMENT AGREEMENT dated as of November 15, 2019 (this "Agreement"), between FIRST MIDWEST BANK, acting as administrative agent for the Secured Parties identified in the hereinafter described Mortgage, hereinafter called the "Mortgagee", and MODERN FORGE INDIANA, LLC, a Delaware limited liability company, hereinafter called "Lessee."



WITNESSETH:

- (a) Lessee has entered into a certain Lease dated as of December 9, 2011, as supplemented and amended (the "Lease"), with MF-Merrillville Properties, LLC, a Delaware limited liability company, hereinafter called "Lessor", covering premises commonly known as 8757 Colorado Street, Merrillville, Indiana and legally described on Exhibit A attached hereto (the "Premises"); and
- (b) Lessor has requested that Mortgagee extend credit to it and certain of its affiliates, secured in part by an Amended and Restated Mortgage and Security Agreement with Assignment of Rents dated as of even date herewith on the Premises given by Lessor (the "Mortgage"); and
- (c) The Lessor and the Mortgagee are parties to that certain Subordination and Attornment Agreement dated as of August 20, 2013 (as the same has been amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Subordination Agreement"), and the Existing Subordination Agreement is hereby amended and restated by this Agreement; and
- (d) Mortgagee has agreed pursuant to the Mortgage to make loans to the Lessee subject to, among other things, the execution of this Agreement by Lessee and the parties desire to set forth their agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed as follows:

- 1. The Lease and the rights of Lessee thereunder are and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

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Closer: AJ  
File No.

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2. Lessee agrees that it will attorn to and recognize any purchaser, including Mortgagee, at a foreclosure sale under the Mortgage, any transferee, including Mortgagee, who acquires the demised premises by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchasers or transferees as its Lessor for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease, and Lessee further agrees to execute such agreement as may be reasonably required by the Mortgagee or any other such purchaser or transferee confirming such attornment.

3. Lessee agrees to provide Mortgagee with notice of any default by Lessor under the Lease.

4. In the event that Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall not be:

- (a) liable for any act or omission of any prior lessor (including liable Lessor);
- or
- (b) for the return of any cash security deposit provided, however, that Mortgagee shall be liable, upon expiration or upon payment in full of the obligations of Lessor secured by the Mortgage, to return any letter of credit provided in lieu of a cash security deposit; or
- (c) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or
- (d) bound by any rent or additional rent which Lessee might have paid for more than the current month and one additional month to any prior lessor (including Lessor); and
- (e) bound by an amendment or modification of the Lease made without its consent.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.



SIGNATURE PAGE TO FOLLOW

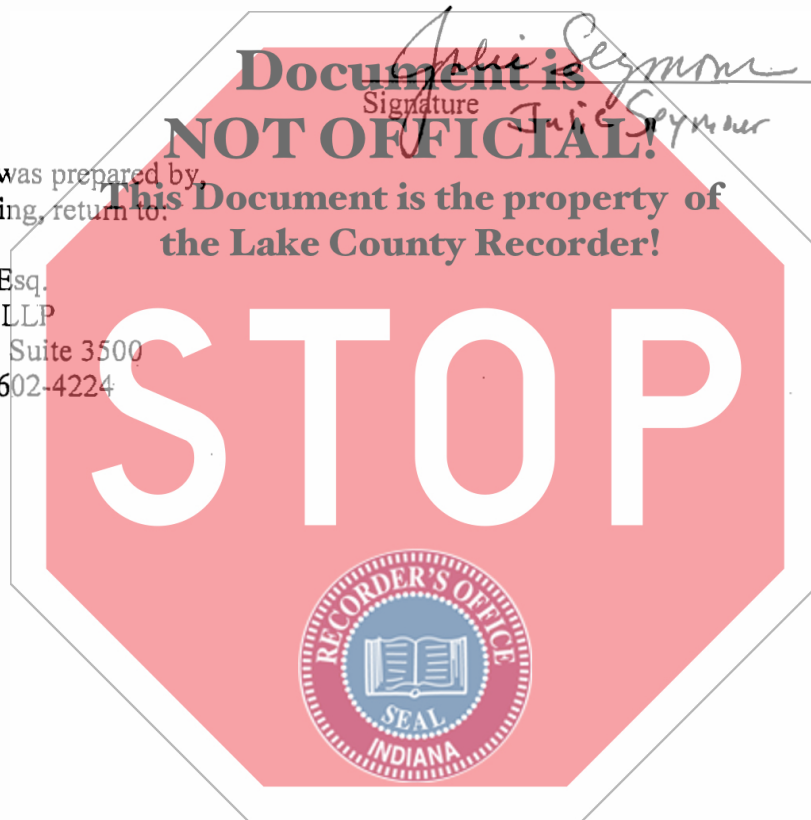
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

This document was prepared by  
and after recording, return to:

Julie Seymour, Esq.  
Nixon Peabody LLP  
70 W. Madison, Suite 3500  
Chicago, IL 60602-4224



IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MODERN FORGE INDIANA, LLC,  
a Delaware limited liability company

By: MODERN FORGE COMPANIES, LLC,  
ITS MANAGER

By:   
Name: Loren Kenip  
Title: Chief Financial Officer

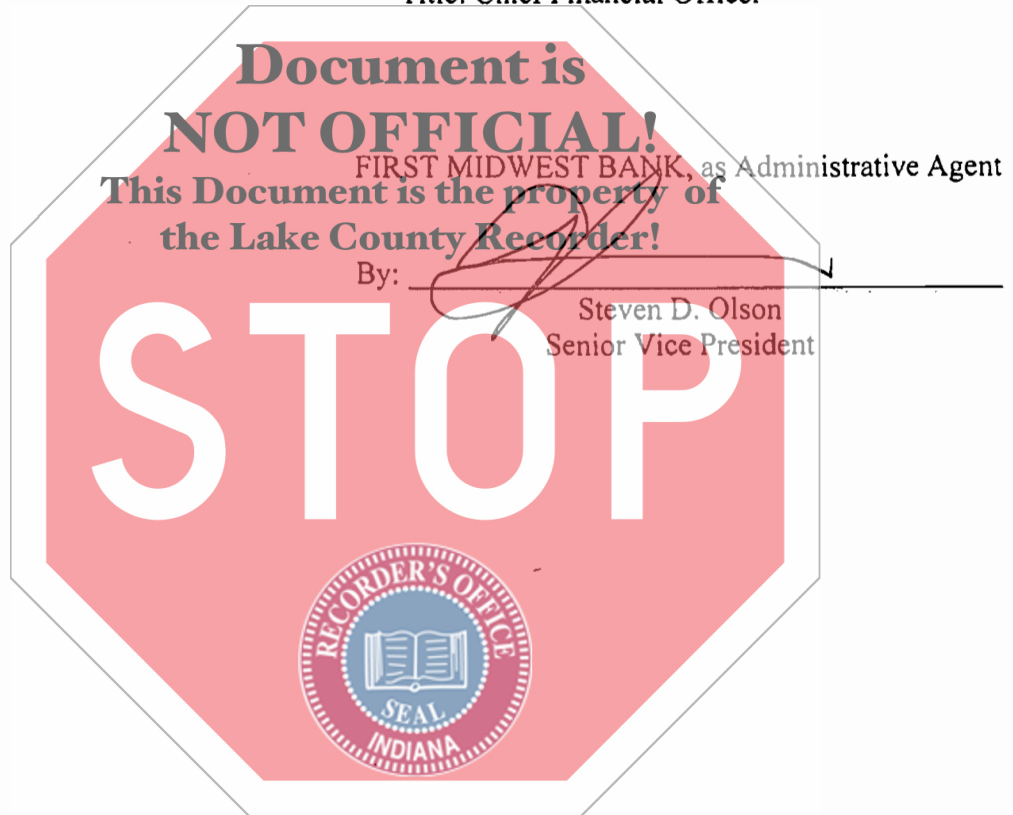


IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MODERN FORGE INDIANA, LLC,  
a Delaware limited liability company

BY: MODERN FORGE COMPANIES, LLC,  
ITS MANAGER

By: \_\_\_\_\_  
Name: Loren Kemp  
Title: Chief Financial Officer



Indianapolis  
 STATE OF ILLINOIS )  
 ) Lake ) SS.  
 COUNTY OF COOK )

TENANT ACKNOWLEDGMENT  
 The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Lora Kemp, the CFO, of Modern Forge Companies, LLC, a Delaware limited liability company, as the Member of MODERN FORGE INDIANA, LLC, a Delaware limited liability company and, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of November, 2019.  
 Notary Public Seal  
 Lake County - State of Indiana  
 Commission Number 703692  
 My Commission Expires Dec 21, 2025  
 This Document is the property of the Lake County Recorder!

My Commission expires: Dec. 21, 2025

My County of Residence: Lake

LENDER ACKNOWLEDGEMENT  
 STATE OF ILLINOIS )  
 ) ) SS.  
 COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY Steven D. Olson, Senior Vice President of FIRST MIDWEST BANK and, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_, 2019.

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

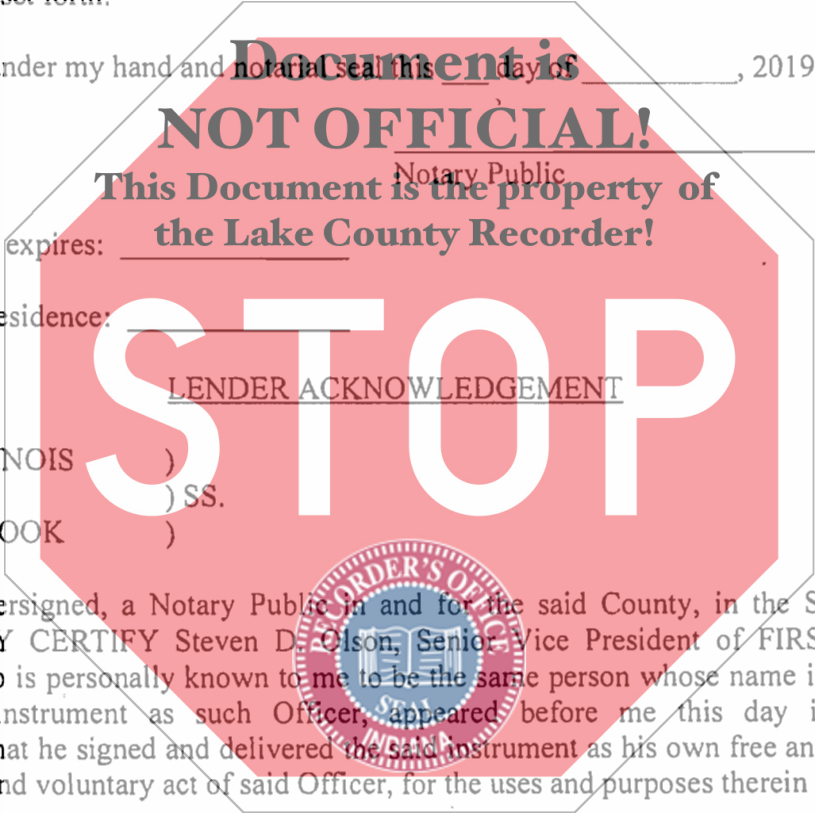
My County of Residence: \_\_\_\_\_

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of Modern Forge Companies, LLC, a Delaware limited liability company, as the Member of MODERN FORGE INDIANA, LLC, a Delaware limited liability company and, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY Steven D. Olson, Senior Vice President of FIRST MIDWEST BANK and, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13<sup>th</sup> day of November, 2019.

Megan E. O'Meara  
Notary Public

My Commission expires: 3-19-23

My County of Residence: Lake



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot "A" and Lot "B", in NSU Subdivision, as per plat thereof, recorded in Plat Book 77, page 27, and in Plat of Amendment recorded December 19, 1994 as Document No. 94085258; in Plat Book 77, page 82, in the Office of the Recorder of Lake County, Indiana.

Lot A: 45-12-25-100-007.000-030

Lot B: 45-12-25-100-008.000-030

Property Address: 8757 Colorado Street, Merrillville, IN 46410

