

EXECUTION VERSION

CROSS REFERENCE TO: Instrument Nos. 2016002147 and 2017006969**SECOND MODIFICATION AGREEMENT**

This SECOND MODIFICATION AGREEMENT (this "Agreement") is made to be effective as of January 1, 2021, by and between SAUNDERS MIDWEST LLC, a Delaware limited liability company ("Mortgagor"), and COMERICA BANK ("Bank").

WITNESSETH:

WHEREAS, Saunders Midwest LLC (the "Borrower") and Bank entered into that certain Credit Agreement, dated as of January 11, 2016 (as the same has been or may be amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Midwest Products Co., Inc. executed and delivered that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing (as the same has been amended by a certain First Modification Agreement dated January 26, 2017, recorded as Instrument Number 2017006969, in the Office of the Recorder of Lake County, Indiana, the "Mortgage"), dated of even date with the Credit Agreement, to Bank, recorded as Instrument Number 2016002147 in the Office of the Recorder of Lake County, Indiana, covering Mortgagor's interest in the property described on Exhibit A attached hereto and incorporated by this reference, whether real or personal (the "Property"), to secure the payment of the Indebtedness (as defined in the Credit Agreement) and performance by Borrower of the other obligations set forth in the Loan Documents (as herein defined); and

WHEREAS, Bank, Borrower, and certain other parties executed that certain Third Amendment to Loan Documents (the "Third Amendment"), dated of even date herewith; and

WHEREAS, the Credit Agreement, the Mortgage and the other related documents executed by Borrower or third parties pertaining to, evidencing or securing the Indebtedness, as the same has been or may be amended, restated or otherwise modified from time to time are collectively referred to herein as the "Loan Documents"; and

WHEREAS, in connection with the Third Amendment, Bank and Mortgagor shall enter into this Agreement and cause it to be recorded in the Office of the Recorder of Lake County, Indiana, in order to provide public notice of certain terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Mortgagor hereby agree as follows:

1. Modification of Section A(25) of the Mortgage. Effective as of the date hereof, Section A(25) of the Mortgage is modified and restated to read in its entirety as follows:

25. "NOTE" shall mean, collectively, the following promissory notes:
- a) the Second Amended and Restated Master Revolving Note (the terms of which are incorporated herein by reference) dated as of January 1, 2021, executed by SAUNDERS MIDWEST LLC, and payable to the order of COMERICA BANK, in the maximum face amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00), and all extensions, renewals, increases and other modifications thereof and all other notes given in substitution therefor; and
 - b) the Second Amended and Restated Term Note (the terms of which are incorporated herein by reference) dated as of January 1, 2021, executed by SAUNDERS MIDWEST LLC, and payable to the order of COMERICA BANK, in the maximum face amount of EIGHT MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,450,000.00), and all extensions, renewals, increases and other modifications thereof and all other notes given in substitution therefor;

Each Note shall mature on January 1, 2023, unless renewed or extended, or unless prior demand for payment shall be made thereon or the maturity shall be accelerated for any reason.

2. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Bank by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Credit Agreement, the Mortgage, or the other Loan Documents.

3. Additional Documentation. From time to time, Mortgagor shall execute or procure and deliver to Bank such other and further documents and instruments evidencing, securing or pertaining to the Loan Documents as shall be reasonably requested by Bank so as to evidence or effect the terms and provisions hereof.

4. Effectiveness of the Loan Documents. All of the Loan Documents are deemed to be continuing in full force and effect. All monies due and payable under the Loan Documents shall be due and payable in accordance with the Loan Documents. Nothing herein contained shall effect or impair the validity or priority of the lien and security interests under the Mortgage or under any of the other Loan Documents. Except as expressly modified by the terms and provisions of this Agreement, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect.

5. Governing Law. **THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE MORTGAGE.**

6. Time. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

7. Binding Agreement. This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (a) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Mortgagor's rights, titles or interests in and to the Property or any rights, titles or interests in and to Mortgagor, except as expressly authorized in the Loan Documents; or (b) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

8. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

9. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

10. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

11. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

12. Notice of Final Agreement. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO OR THERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO OR THERETO. THE PROVISIONS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE RESPECTIVE PARTIES TO SUCH DOCUMENTS.

[The remainder of this page is intentionally left blank. The signature pages follow.]

EXECUTED to be effective as of the date first above written.

BANK:

COMERICA BANK

By: Julie M. Anderson
Julie M. Anderson
Vice President

Andrew Sworcek
Witness' Signature

Printed: Andrew Sworcek

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on the 22 day of February, 2021, by Julie M. Anderson, a Vice President of COMERICA BANK, on behalf of said bank. Before me also appeared Andrew Sworcek [witness] being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Julie M. Anderson in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest or proceeds from the property that is the subject of the transaction.



Katherine Shimp
Notary Public, State of Texas

My Commission Expires:
July 8, 2024

Katherine Shimp
Printed Name of Notary Public

[Signatures continue on the following page.]

MORTGAGOR:

SAUNDERS MIDWEST LLC

By: Saunders LLC, its Member

By: Castleray, LLC, its Manager

By: Derek Lewis
Name: Derek Lewis
Title: Manager

[Signature]

Witness Signature

Printed: Christina Thompson

STATE OF Texas §

COUNTY OF Dallas §

Date: 2-26-21

Then personally appeared the above named Derek Lewis, in his/her capacity as Manager of Castleray, LLC, a Delaware limited liability company, acting in its capacity as the Manager of Saunders LLC, a Delaware limited liability company, acting in its capacity as the Member of Saunders Midwest LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies. Before me also appeared Christina Thompson [witness] being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Derek Lewis in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

[S E A L]

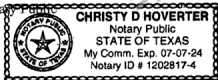
Christy D Hovertter
Notary Public, State of Texas

My Commission Expires:

7-7-24

Printed Name of Notary Public

I am a resident of Dallas County, TX



This instrument was prepared by: Brandon Chang, Esq., Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, TX 75201

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. Brandon Chang

Return after recording to: Brandon Chang, Esq., Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, TX 75201.

[Exhibit A Follows]

Property of Lake County Recorder

Exhibit A

Part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Hobart, Indiana, being more particularly described as follows: Commencing at the intersection of the West line of said Northeast Quarter and the North right of way line of the New York, Chicago and St. Louis Railroad; thence South 86 degrees 39 minutes 06 seconds East along said North right of way line, a distance of 30.05 feet to a point 30.00 feet East of the West line of said Northeast Quarter, said point also being the Point of Beginning of this description; thence North 00 degrees 00 minutes 00 seconds East parallel with and 30.00 feet East of the West line of said Northeast Quarter, a distance of 117.28 feet; thence North 46 degrees 55 minutes 02 seconds East parallel with said Northwesterly right of way line, a distance of 197.06 feet; thence North 04 degrees 57 minutes 45 seconds West, a distance of 203.82 feet; thence North 34 degrees 50 minutes 15 seconds West, a distance of 221.09 feet to a point 30.00 feet East of the West line of said Northeast Quarter; thence North 00 degrees 00 minutes 00 seconds East parallel with and 30.00 feet East of the West line of said Northeast Quarter, a distance of 117.41 feet to the South right of way line of the Elgin, Joliet and Eastern Spur Track; thence South 88 degrees 40 minutes 14 seconds East along said South right of way line, a distance of 409.53 feet; thence South 02 degrees 09 minutes 34 seconds West, a distance of 537.28 feet to said Northwesterly right of way line; thence South 46 degrees 55 minutes 02 seconds West along said Northwesterly right of way line, a distance of 317.15 feet to said North right of way line; thence North 86 degrees 39 minutes 06 seconds West along said North right of way line, a distance of 157.81 feet to the Point of Beginning, containing 226,239 square feet, 5.19 acres, more or less, all in Lake County, Indiana.

ALSO:

A strip of land 40 feet in width, located in the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, and lying South of and adjacent to Jane Street as the same is platted on the plat of Earle and Davis' Addition to

Hobart, Indiana, lying West of Parcel 3 and lying East of the West line extended North of Parcel 2 as shown in Mortgage dated June 14, 1978 and recorded June 22, 1978 as Document No. 475037.

ALSO:

A strip of land Forty (40) feet in width, located in the Northeast Quarter (NE 1/4) of the North One-Half (1/2) of Section Thirty-two (32), Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, and lying South of and adjacent to Jane Street, as the same is platted on the plat of Earle and Davis' Addition to Hobart, Indiana, and extending from the West line of Indiana Street West a distance of Two Hundred (200) feet, all in the City of Hobart, Lake County, Indiana.

ALSO:

A part of the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd Principal Meridian, described as commencing

at a point on the West line of Indiana Street and 200 feet South of the South line of the Elgin, Joliet and Eastern Railroad spur track; thence West and at right angles 218 feet; thence South and parallel with Indiana Street 338.67 feet, more or less, to the Northerly right of way line of the Elgin, Joliet and Eastern Railroad main right of way; thence Northeasterly along the Northerly right of way line of said Elgin, Joliet and Eastern Railroad a distance of 309.02 feet, more or less, to the West line of Indiana Street; thence North 120.03 feet to the point of beginning, in the City of Hobart, Lake County, Indiana.

ALSO:

A part of the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., described as commencing at the intersection of the West line of Indiana Street with the South line of Elgin, Joliet & Eastern Railroad spur track, (which spur track is described in Deed from George Earle to Elgin, Joliet & Eastern Railway Company recorded March 31, 1902 in Deed Record 94, page 568), from thence South along the West line of Indiana Street 200 feet; from thence West and at right angles 218 feet; from thence North and parallel with Indiana Street to the right of way of said Elgin, Joliet & Eastern Railroad spur track; thence East along right of way of Elgin, Joliet & Eastern Railroad spur track to place of beginning, in Lake County, Indiana.