

2023-531369
09/27/2023 11:42 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

**SECOND AMENDMENT TO
REAL PROPERTY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Lake County, Indiana)

This SECOND AMENDMENT TO REAL PROPERTY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of this 26th day of September, 2023, by and between BULKMATIC PROPERTY HOLDINGS, LLC, a Delaware limited liability company, having an office at c/o Bulkmatic Transport Company Inc., 2001 N. Cline Ave., Griffith, Indiana 46319 ("**Mortgagor**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606, in its capacity as Administrative Agent (together with its successors and assigns, "**Agent**") under the Credit Agreement referred to below.

RECITALS

A. Pursuant to that certain Credit Agreement dated as of July 21, 2017 (the "**Existing Credit Agreement**") among (a) Agent, (b) Bulkmatic Transport Company, an Illinois corporation ("**Bulkmatic**"), (c) Butler and Company, Inc., an Alabama corporation ("**Butler**"), (d) Bulk Logistics Company, LLC, a Delaware limited liability company ("**Bulk Logistics**"), (e) Bulkmatic Railroad Corporation, a Delaware corporation ("**Railroad**"), (f) Pork Chop Limited Partnership, an Illinois limited partnership ("**Pork Chop**"), (g) Bulkmatic, LLC, a Delaware limited liability company ("**BKL**"), (h) Bulkmatic Equipment Leasing, LLC, a Delaware limited liability company ("**Equipment**") and (i) Mortgagor (Mortgagor, Bulkmatic, Butler, Bulk Logistics, Railroad, Pork Chop, BKL and Equipment are hereinafter referred to collectively as "**Borrowers**") and (j) the "Lenders" named therein, the Lenders have agreed to make revolving loans to the Borrowers in the maximum principal amount of \$80,000,000 (such loans, as they may be amended, modified, supplemented, restated or replaced from time to time are, the "**Loans**").

B. The Loans are secured, among other things, by that certain Real Property Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Bulkmanic in favor of Agent dated as of February 13, 2018 and recorded on February 15, 2018 in the Official Records of Lake County, Indiana as Document No. 2018010588, as affected by that certain Assignment and Assumption of Real Property Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 1, 2019 and recorded on July 31, 2019 in the Official Records of Lake County, Indiana as Document No. 2019047474 and as amended by that certain First Amendment to Real Property Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 14, 2020 and recorded on February 25, 2020 in the Official Records of Lake County, Indiana as Document No. 2020-013300 (the "**Mortgage**").

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C. Concurrently herewith, Agent, Lenders and Borrowers are entering into that certain Fifth Amendment to Credit Agreement (the "**Credit Agreement Amendment**"; the Existing Credit Agreement, as amended by the Credit Agreement Amendment, and as hereafter amended, modified, supplemented or replaced from time to time, being referred to herein as the "**Credit Agreement**"). Pursuant to the Credit Agreement Amendment, among other things, the maturity date of the Loans has been extended to September 26, 2028. The Loans, as amended by the Credit Agreement Amendment, are hereinafter referred to as the "**Amended Loans**." The parties hereto desire to amend the Mortgage to give record notice of the extension of the maturity date and the increased aggregate amount of the Loans.

AGREEMENTS

1. The Recitals hereto are hereby incorporated by Reference into the Mortgage.
2. The Mortgage is hereby amended to reflect that, for reference purposes only, the maturity date of the Loans is September 26, 2028.
3. All references in the Mortgage to the "Credit Agreement" shall mean the Credit Agreement as defined herein.
4. All references in the Mortgage to the "Loans" shall mean the Amended Loans as defined herein.
5. All references in the Mortgage to "December 14, 2024" shall be changed to "September 26, 2028."
6. The Mortgage is hereby amended to conform to the terms hereof. The Mortgage shall remain in full force and effect in accordance with its terms as amended by this Amendment.
7. Mortgagor hereby acknowledges, agrees and reaffirms the Mortgage, as hereby amended, as security for the Amended Loans and Mortgagor further acknowledges, agrees and reaffirms that the Mortgage retains priority on the Property as required by the Credit Agreement.
8. Nothing herein or in the Credit Agreement Amendment or any other documents executed in connection therewith shall constitute a novation. It is Mortgagor's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations, including without limitation to Amended Loans, as amended by the Credit Agreement Amendment.
9. This Amendment may be executed in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

[Signatures appear on following page.]

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IN WITNESS WHEREOF, this Amendment has been executed by Mortgagor and Agent as of the day and year first above written.

MORTGAGOR:

BULKMATIC PROPERTY HOLDINGS, LLC, a
Delaware limited liability company

By: Anu Gupta
Name: Anu Gupta
Title: Vice President of Finance

ACKNOWLEDGMENT

STATE OF Indiana) SS
COUNTY OF Lake)

I, Elizabeth Puterko, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Anu Gupta, the Vice President of Finance of BULKMATIC PROPERTY HOLDINGS, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of September, 2023.



Elizabeth Puterko
Notary Public

Elizabeth Puterko
Printed Name of Notary Public

My Commission Expires: 6/5/28

My County of Residence: Lake

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AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: Brian Hayes
Name: Brian Hayes
Title: Authorized Signatory
Vice-President

ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF COOK) SS

I, Georgianna A. Melchiorre a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Brian Hayes, the Vice-President of WELLS FARGO BANK, NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said national association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of September, 2023.

Georgianna A. Melchiorre
Notary Public

Georgianna A. Melchiorre
Printed Name of Notary Public

My Commission Expires:
4/13/2027

My County of Residence: COOK



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.

/s/ Bojan Lazic, Esq.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO: Bojan Lazic, Esq., Goldberg Kohn Ltd., 55 East Monroe Street, Suite 3300, Chicago, Illinois 60603.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

LOT 1, IN BLOCK 1 OF BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH AS SHOWN IN PLAT BOOK 50, PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED APRIL 25, 1995 AS DOCUMENT NO. 95022486.

PARCEL II

LOT 3, IN BLOCK 2 OF BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH AS SHOWN IN PLAT BOOK 50, PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL III

LOTS 4 AND 5, IN BLOCK 2 IN BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50, PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 2001 and 2015 North Cline Avenue, Griffith, Indiana

PINs #: 45-07-23-301-001.000-006 (affects Parcel I)
45-07-23-301-005.000-006 (affects remainder of Parcel I)
45-07-23-301-004.000-006 (affects Parcel II)
45-07-23-301-003.000-006 (affects Lot 4 - Parcel III)
45-07-23-301-002.000-006 (affects Lot 5 - Parcel III)