

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

Julie K. Seymour, Esq.  
Nixon Peabody LLP  
70 W. Madison St, Suite 5200  
Chicago, Illinois 60602

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CROSS REFERENCE: INSTRUMENT NO. 2019-082057

Chicago Title Commercial

AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY  
AGREEMENT WITH ASSIGNMENT OF RENTS

AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "*Amendment*"), effective as of June 28, 2024 is entered into by and between MF-MERRILLVILLE PROPERTIES, LLC, a Delaware limited liability company, with its principal place of business and mailing address at 8757 Colorado Street, Merrillville, Indiana 46410 for itself ("*Mortgagor*"), and OLD NATIONAL BANK (as successor-by-merger to First Midwest Bank, an Illinois banking corporation), as Administrative Agent (the "*Agent*") for itself and the other lenders party (collectively, the "*Lenders*") to the Credit Agreement (as defined below).

WHEREAS, Mortgagor, together with Modern Forge Companies LLC, a Delaware limited liability company ("*MF Companies*"), Modern Forge Properties, LLC, a Delaware limited liability company ("*MF Properties*"), Modern Forge Indiana, LLC, a Delaware limited liability company ("*MF Indiana*"), Modern Forge Tennessee, LLC, a Delaware limited liability company ("*MF Tennessee*"), MF-Hurst Properties, LLC, a Delaware limited liability company ("*MF Hurst Properties*"), Modern Forge Texas, LLC, a Delaware limited liability company ("*MF Texas*"), Modern Advanced Manufacturing, LLC, a Delaware limited liability company ("*Modern Advanced Manufacturing*"), Modern Drop Forge Company, LLC, a Delaware limited liability company ("*MDF Company*"), MF-Rockford, LLC, an Illinois limited liability company ("*MF Rockford*"), Rockford Process Control, LLC, a Delaware limited liability company ("*Rockford Process Control*") and MF-1222 Rockford, LLC, an Illinois limited liability company ("*MF-1222 Rockford*") and, together with Mortgagor, MF Companies, MF Properties, MF Indiana, MF Tennessee, MF Hurst Properties, MF Texas, Modern Advanced Manufacturing, MDF Company, MF Rockford, and Rockford Process Control, the "*Borrowers*" and each a "*Borrower*", Agent and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of November 15, 2019, as amended by (i) that certain First Amendment to Amended and Restated Credit Agreement dated as of July 24, 2020, (ii) that certain Waiver and Second Amendment to Amended and Restated Credit Agreement dated as of January 11, 2021, (iii) that certain Joinder and Third Amendment to Amended and Restated Credit Agreement

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dated as of June 28, 2021, (iv) that certain Fourth Amendment to Amended and Restated Credit Agreement dated as of April 20, 2022, (v) that certain Fifth Amendment to Amended and Restated Credit Agreement dated as of April 24, 2023, (vi) that certain Sixth Amendment and Waiver to Amended and Restated Credit Agreement dated as of October 27, 2023, and (vii) that certain Seventh Amendment to Amended and Restated Credit Agreement dated as of the date hereof (as amended, the "*Credit Agreement*"), pursuant to which, among other things, the Agent and the Lenders agreed, pursuant to the terms and conditions set forth therein, to extend certain loans and other financial accommodations to or for the benefit of the Agent and the Lenders;

WHEREAS, Mortgagor and Agent are parties to that certain Amended and Restated Mortgage and Security Agreement with Assignment of Rents dated as of November 15, 2019, recorded November 27, 2019, with the Office of the Recorder of Lake County, Indiana as File No. 2019-082057 (the "*Existing Mortgage*"), and as the Existing Mortgage is amended by this Amendment, the "*Amended Mortgage*");

WHEREAS, the Existing Mortgage affects the property described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Mortgagor and the Agent wish to amend the Existing Mortgage as more specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

## SECTION 1 AMENDMENT TO EXISTING MORTGAGE

1.1 Amendment to Recitals. Paragraph E subsection (a) in the Recitals set of the Existing Mortgage is hereby amended by amending and restating such paragraph in its entirety as follows:

(a) the payment of all amounts now and from time to time hereafter advanced to or for the account of the Borrowers under the Credit Agreement, which advances may aggregate up to \$50,000,000 in principal at any one time outstanding and are expressed to mature in installments over a period ending on June 28, 2029 (with respect to the Term Loan) and on the final maturity thereof on June 28, 2029 (with respect to Revolving Loans), together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement or the other Loan Documents, and

1.2 Amendment to Agent's Name. All references in the Existing Mortgage to "First Midwest Bank" are hereby amended by deleting such references and substituting "OLD NATIONAL BANK" therefor.

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## SECTION 2 REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants to Agent that:

**2.1 Due Authorization, etc.** The execution and delivery of this Amendment and the performance of the Mortgagor's obligations under the Amended Mortgage are duly authorized by all necessary limited liability company action, do not require any filing or registration with or approval or consent of any governmental agency or authority, do not and will not conflict with, result in any violation of or constitute any default under any provision of its Certificate of Formation or Operating Agreement or any material agreement or other document binding upon or applicable to it or any material law or governmental regulation or court decree or order applicable to it, and will not result in or require the creation or imposition of any lien in any of its properties pursuant to the provisions of any agreement binding upon or applicable to it.

**2.2 Validity.** This Amendment has been duly executed and delivered by the Mortgagor and, together with the Amended Mortgage, are the legal, valid and binding obligations of the Mortgagor, enforceable against Mortgagor in accordance with their respective terms subject to, as to enforcement only, bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of the rights of creditors generally.

**2.3 Representations and Warranties.** The representations and warranties contained in the Existing Mortgage are true and correct as of the date of this Amendment, except to the extent that such representations and warranties solely relate to an earlier date.

## SECTION 3 CONDITIONS PRECEDENT

The amendments set forth in herein shall become effective upon satisfaction of all of the following conditions precedent:

**3.1 Receipt of Documents.** The Agent shall have received all of the following, each in form and substance satisfactory to the Agent:

- (a) Amendment. A counterpart original of this Amendment duly executed by Mortgagor.
- (b) Other. Such other documents as the Agent may reasonably request.

## SECTION 4 MISCELLANEOUS

**4.1 Warranties and Absence of Defaults.** In order to induce the Agent to enter into this Amendment, Mortgagor hereby warrants to the Agent, as of the date of the actual execution of this Amendment, the representations and warranties in Section 2 of this Amendment are true and correct.

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4.2 **Mortgage Remains in Effect.** Except as amended and modified by this Amendment, the Existing Mortgage remains in full force and effect and the Mortgagor hereby ratifies, adopts and confirms its representations, warranties, agreements and covenants contained in, and obligations and liabilities under, the Existing Mortgage.

4.3 **Reference to Amended Mortgage.** On and after the date of this Amendment, each reference in the Amended Mortgage to "this Mortgage," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Amended Mortgage.

4.4 **Headings.** Headings used in this Amendment are for convenience of reference only, and shall not affect the construction of this Amendment.

4.5 **Counterparts.** This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed signature page of this Amendment by facsimile transmission or in a pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

4.6 **Expenses.** The Mortgagor agrees to pay on demand all costs and expenses of Agent (including reasonable fees, charges and disbursements of the Agent's attorneys) in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. In addition, Mortgagor agrees to pay, and save the Agent harmless from all liability for, any stamp or other taxes which may be payable in connection with the execution or delivery of this Amendment, the borrowings under the Credit Agreement, and the execution and delivery of any instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided in this Section 4.6 shall survive any termination of this Amendment or the Amended Mortgage.

4.7 **Governing Law.** This Amendment shall be a contract made under and governed by the internal laws of the State of Indiana. Wherever possible, each provision in this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

4.8 **Successors.** This Amendment shall be binding upon the Agent, Mortgagor and their respective successors and assigns, and shall inure to the benefit of Mortgagor, the Agent and the successors and assigns of the Agent.

[signature pages attached]

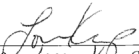
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In Witness Whereof, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

MF-MERRILLVILLE PROPERTIES, LLC

BY: MODERN FORGE PROPERTIES, LLC,  
ITS MANAGER

BY: MODERN GROUP, INC.  
ITS MANAGER

By   
Name Jason Kemp  
Title CEO

Property of Lake County Recorder

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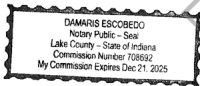
## Acknowledgment

State of Indiana )  
County of Lake ) SS

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Loren Kemp, the CEO of Modern Group, Inc., a Delaware corporation, the manager of Modern Forge Properties, LLC, a Delaware limited liability company, the manager of MF-Merrillville Properties, 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/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and notarial seal this 26 day of June, 2024

(Notary Seal)



Damaris Escobedo  
Notary Public

Damaris Escobedo  
(Type or Print Name)

My commission expires: December 21, 2025

This instrument was prepared by Julie K. Seymour, Esq.,  
Nixon Peabody LLP, 3500 Three First National Plaza,  
Chicago IL 60602 and when recorded return to:

Julie K. Seymour, Esq.  
Nixon Peabody LLP  
3500 Three First National Plaza  
Chicago, IL 60602

I affirm, under penalties for perjury, that I have taken  
reasonable care to redact each Social Security Number  
in this document, unless required by law.  
Julie K. Seymour, Esq.

[Signature Page to Acknowledgement of Mortgage (Merrillville, IN)]

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In Witness Whereof, Trustor has caused these presents to be signed and sealed the day and year first above written.

OLD NATIONAL BANK, (as successor-by-merger to First Midwest Bank, an Illinois banking corporation), in its capacity as Administrative Agent

By:   
Name: Carl F. Johnson  
Title: SVP

Property of Lake County Recorder

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## Acknowledgment

State of Illinois )  
County of Cook ) SS

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Zach Flahaven, the SVP of Old National Bank, (as successor-by-merger to First Midwest Bank, an Illinois banking corporation), in its capacity as Administrative Agent, 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/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of June, 2024

(Notary Seal)



Miriam A. Barr  
Notary Public

Miriam A. Barr  
(Type or Print Name)

My commission expires:

This instrument was prepared by Julie K. Seymour, Esq., Nixon Peabody LLP, 3500 Three First National Plaza, Chicago IL 60602 and when recorded return to:

Julie K. Seymour, Esq.  
Nixon Peabody LLP  
3500 Three First National Plaza  
Chicago, IL 60602

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.  
Julie K. Seymour, Esq.



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## Schedule I

### 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: 45-12-25-100-0012.000-030

Lot B: 45-12-25-100-0013.000-030

Property Address: 8757 Colorado Street, Merrillville, IN 46410