

BK: 2020 PG: 3782
Recorded: 10/5/2020 at 12:19:33.0 PM
Pages 13
County Recording Fee: \$67.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$70.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

(ABOVE SPACE FOR RECORDER'S USE)

Prepared by, and after recording return to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: Nathan Odem
Telephone: (312) 845-3782

Document or instrument of conveyance: Book 2019, Pg. 3123

Title of Document: Assignment and Amendment to Mortgage, Security Agreement, and Fixture Filing

Underlying Mortgage, Security Agreement, and Fixture Filing recorded in the Madison County, Iowa Records Office, on September 27, 2019, at Instrument No. 2019-3124, Book 2019, Pg. 3124

Underlying Assignment of Leases and Rents recorded in the Madison County, Iowa Records Office, on September 27, 2019, at Instrument No. 2019-3125, Book 2019, Pg. 3125

Taxpayer/Grantor/Mortgagor: APIF – IOWA, LLC
c/o American Postal Infrastructure Partners, LLC
950 Tower Lane, Suite 800
Foster City, California 94404

Assignee: JPMORGAN CHASE BANK, N.A.

Assignor: CITIZENS BANK, NATIONAL ASSOCIATION

Legal Description: Lots 2, 3, 4, and the East 13 feet of Lot 5 in the re-subdivision of Lots 6 and 7, in Block 3, of the Original Town Plat of Earlham, Madison County, Iowa.

Property Address:

125 E. 1st Street

Earlham, IA 50072

Property ID: 851000103081000

**ASSIGNMENT AND AMENDMENT TO MORTGAGE,
SECURITY AGREEMENT AND FINANCING STATEMENT**

This Assignment and Amendment to Mortgage, Security Agreement and Financing Statement (this "*Amendment*"), executed as of August 18, 2020, and effective as of March 5, 2020 ("*Effective Date*"), is entered into by and among CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as prior administrative agent for the lenders (hereinafter referred to as "*Assignor*"), with its mailing address at 1215 Superior Avenue, Cleveland, Ohio 44114, JPMORGAN CHASE BANK, N.A., in its capacity as substitute administrative agent for the Lenders (hereinafter referred to as "*Assignee*"), with its mailing address at 383 Madison Avenue, New York, New York 10079, and APIF - IOWA, LLC, a Delaware limited liability company (hereinafter referred to as "*Mortgagor*"), with its mailing address at c/o American Postal Infrastructure Partners, LLC, 950 Tower Lane, Suite 800, Foster City, California 94404.

WITNESSETH THAT:

WHEREAS, Mortgagor heretofore executed and delivered to Assignor that certain Mortgage, Security Agreement and Financing Statement executed September 24, 2019, and recorded in the Madison County, Iowa Records Office, on September 27, 2019, at Book 2019, Pg. 3124 (as the same may from time to time be amended, supplemented, replaced, renewed, modified or restated, being hereinafter referred to as the "*Mortgage*"), which Mortgage currently encumbers the real property described on Exhibit A attached hereto and made a part hereof (the "*Property*").

WHEREAS, Mortgagor heretofore executed and delivered to Assignor that certain Assignment of Leases and Rents executed as of September 24, 2019, and recorded in the Madison County, Iowa Records Office, on September 27, 2019, at Book 2019, Pg. 3125 (as the same may from time to time be amended, supplemented, replaced, renewed, restated or otherwise modified, being hereinafter referred to as the "*Assignment of Leases*" and together with the Mortgage, the "*Security Instruments*"), which Assignment of Leases currently encumbers the Property.

WHEREAS, the Security Instruments currently secure, among other things, the payment and performance of all indebtedness, obligations, and liabilities evidenced by or arising out of or otherwise relating to that certain Credit Agreement dated as of March 4, 2019, among Mortgagor and the other borrowers from time to time party thereto, the lenders from time to time party thereto, and the Assignor, as Agent (in such capacity, the "*Prior Agent*") (such Credit Agreement, as the same has been amended, restated, supplemented or otherwise modified prior to the Effective Date, being hereinafter referred to as the "*Prior Credit Agreement*").

WHEREAS, American Postal Infrastructure SPV I, LLC, and the other borrowers from time to time party thereto (collectively, the "*Borrowers*"), Mortgagor and the other guarantors from time to time party thereto (collectively, the "*Guarantors*"), the lenders from time to time party thereto (collectively, the "*Lenders*"), and the Assignee, as administrative agent (in such capacity, the "*Administrative Agent*") entered into that certain Credit Agreement dated as of March 5, 2020 (such Credit Agreement, as the same may from time to time be amended, restated, supplemented, replaced, renewed, or otherwise modified, being hereinafter referred to as the "*Replacement Credit*"),

Agreement"; capitalized terms used herein and otherwise not defined herein or in the Mortgage shall have the same meanings herein as defined in the Replacement Credit Agreement), whereby the Lenders under the Replacement Credit Agreement agreed, among other things, to (i) purchase Existing Loans under the Prior Credit Agreement (without constituting a novation of such Existing Loans) and, as it related to the Existing Loans, the Replacement Credit Agreement constituted an amendment and restatement of the Prior Credit Agreement, and (ii) make the following available to the Borrowers:

(a) draw down loans (inclusive of the Existing Loans purchased by the Lenders and converted to such a draw down loans on the Effective Date) in an aggregate principal amount not to exceed \$210,000,000, subject to any reductions and/or increases thereof pursuant to the Replacement Credit Agreement (the "*Loans*"), before March 5, 2024 (subject to extension in accordance with Section 2.21(b)(ii) of the Replacement Credit Agreement, such extended maturity date being March 5, 2025) (the "*Maturity Date*"), with advances under the Commitment to be evidenced by one or more promissory notes (if requested by a Lender) of the Borrowers, payable to the order of the respective Lender named thereon (such promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "*Replacement Notes*"), in each case maturing in no event later than the Maturity Date and bearing interest thereon at the rates and payable at the times provided in the Replacement Credit Agreement;

(b) Sublimit Loans in an aggregate principal amount up to \$10,000,000, such Sublimit Loans may be prepaid and reborrowed, and in each case are subject to the terms and conditions of the Replacement Credit Agreement; and

(c) additional Commitments in an aggregate maximum principal amount not to exceed \$50,000,000, subject to the terms and conditions set forth in the Replacement Credit Agreement.

WHEREAS, the Assignor has previously resigned in its capacity as Prior Agent, and the parties to the Replacement Credit Agreement have agreed to substitute (and the Borrowers have appointed) the Administrative Agent in such capacity for all purposes relating to the Prior Credit Agreement and the Replacement Credit Agreement, including with respect to the Security Instruments.

WHEREAS, as a condition to entering into the Replacement Credit Agreement, Assignee and the Lenders required that (i) Assignor, on behalf of itself and the lenders under the Prior Credit Agreement, sell, transfer, assign, endorse, deliver, set over and convey all of its interests in the Security Instruments to Assignee, as Administrative Agent, and (ii) Mortgagor and the other Guarantors and the Borrowers confirm and assure that all of the real estate and other properties, rights, interests, and privileges of Mortgagor which are currently subject to the lien of the Security Instruments, be and constitute collateral security for the Borrowers' obligations under the Replacement Credit Agreement, as well as all other indebtedness hereby secured described in the Security Instruments as amended hereby.

NOW, THEREFORE, for and in consideration of the execution and delivery by Assignee and the Lenders of the Replacement Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto, as applicable, hereby agree as follows:

1. *Assignment.* Assignor hereby sells, transfers, assigns, sets over, conveys to Assignee, as Administrative Agent for the benefit of the Lenders, all of its right, title and interest in the Security Instruments (the “*Assignment*”). Such Assignment is made without any representation or warranty of any kind on the part of Assignor and without recourse to Assignor, except Assignor hereby represents and warrants that (i) Assignor has the full right and authority to assign the Security Instruments and (ii) Assignor has not assigned the Security Instruments to any other party.

2. *Amendments to Security Instruments.*

2.1 All references to “*Mortgagee*”, “*Agent*”, “*Secured Party*” or “*Citizens Bank*”, as applicable, in the Security Instruments shall hereby be deemed to be references to the Assignee in those respective capacities.

2.2 All references to “*Credit Agreement*” in the Security Instruments shall hereby be deemed to be references to the Replacement Credit Agreement.

2.3 All references to “*Loan Documents*” in the Security Instruments shall hereby be deemed to be a reference to such term under and as defined in the Replacement Credit Agreement. For avoidance of doubt, this Amendment is a Loan Document.

2.4 All references to “*Borrower*”, “*Borrowers*”, “*Lender*” or “*Lenders*” in the Security Instruments (including, for certainty, Schedule A to the Security Instruments) shall hereby be deemed to be references to such terms under and as defined in the Replacement Credit Agreement (it being acknowledged that certain Borrowers, as that term is defined in the Security Instruments, have been designated as guarantors under the Replacement Credit Agreement, without diminishing the duties and obligations of such entities thereunder or under the Security Instruments, or modifying the effect of their designation as such in the Security Instruments (including the Cross-Collateralization provisions that indicate that other deeds of trust and/or mortgages have been given by certain other Borrowers, when those other entities are Guarantors under the Replacement Credit Agreement)).

2.5 All references to “*Event of Default*”, “*Default*” and “*Default Rate*” in the Security Instruments shall hereby be deemed to be references to such terms under and as defined in the Replacement Credit Agreement.

2.6 All references to “*Note*” or “*Notes*” in the Security Instruments shall hereby be deemed to be references to such terms under and as defined in the Replacement Credit Agreement, either individually or collectively, as applicable.

2.7 All references to “*Loan*” in the Security Instruments shall hereby be deemed to be references to the Loans (as such term is defined in the Replacement Credit Agreement) extended

in accordance with the terms and conditions of the Replacement Credit Agreement. All references to “*Obligations*” in the Security Instruments shall be modified as provided herein.

2.8 All references to “*Hedge Obligations*” in the Security Instruments shall hereby be deemed to be a collective reference to “*Swap Agreement Obligations*” and “*Banking Services Obligations*” as such terms are defined in the Replacement Credit Agreement, and all references to “*Lender Hedge Provider*” in the Security Instruments shall hereby be deemed to be a reference to any Lender or an Affiliate of a Lender to which any Swap Agreement Obligations or Banking Services Obligations are owed. References in the Security Instruments to “*Environmental Indemnity*” shall be of no further force or effect. All references to “*Applicable Law(s)*” in the Security Instruments shall be deemed references to “*applicable law(s)*.”

2.9 All references to the amount of “\$425,000,000.00” in the Security Instruments shall hereby be deemed to be a reference to “\$260,000,000.00”.

2.10 The terms “*Condemnation Proceeds*” and “*Permitted Title Exceptions*” each appearing in the Security Instruments are hereby defined respectively as follows:

“*Condemnation Proceeds*” means all cash compensation, awards, damages, judgments and proceeds awarded to a Borrower by reason of any taking, net of all reasonable and customary amounts actually expended to collect the same and/or to maximize the total amount of the same.

“*Permitted Title Exceptions*” means those certain exceptions from coverage set forth on Exhibit B to the loan policy of title insurance for such Property.

2.11 Section 25 of the Mortgage and Section 6 of the Assignment of Leases are each hereby amended to refer to Section 9.08 of the Replacement Credit Agreement instead of Section 13 of the Prior Credit Agreement.

2.12 Section 37 of the Mortgage and Section 9.3 of the Assignment of Leases are each hereby amended to refer to Section 2.18(b) of the Replacement Credit Agreement instead of Section 12.5 of the Prior Credit Agreement.

2.13 For greater certainty, it is hereby agreed that the Loans advanced from time to time while the Replacement Credit Agreement is in effect, as so increased and extended, or repaid and reborrowed, shall be secured by the Security Instruments in the same manner as if all such indebtedness was specifically described in the Security Instruments as indebtedness secured thereby.

2.14 The mailing address of the Secured Party appearing in Exhibit B annexed to and made a part of the Mortgage is hereby deleted and replaced with the following:

383 Madison Avenue, 3rd Floor
New York, New York 10179
Mail Code: NY1-M165
Attention: Allyson Goetschius or Anne Tsay

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Security Instruments, as amended hereby, or the Replacement Credit Agreement, as applicable. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Security Instruments as amended hereby, all to the end that any capitalized terms defined herein and used in the Security Instruments as amended hereby shall have the same meanings in the Security Instruments as amended hereby as are given to such capitalized terms herein. Any capitalized term used but not defined in the Security Instruments shall be deemed to have a correlative meaning under the Replacement Credit Agreement or any Loan Document, as applicable. Without limiting the foregoing, all references in the Security Instruments to the term "*Obligations*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Security Instruments as supplemented hereby.

4. Mortgagor hereby represents and warrants to Assignee and the Lenders that as of the date hereof each of the representations and warranties set forth in the Security Instruments as amended hereby are true and correct and that no Event of Default, or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Security Instruments, each and all of which shall be applicable to all of the indebtedness secured by the Security Instruments as amended hereby. Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Security Instruments as amended hereby will be promptly paid as and when the same becomes due and payable.

5. This Amendment is supplementary to the Security Instruments. All of the provisions, stipulations, powers and covenants contained in the Security Instruments shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Security Instruments as amended hereby. All provisions of the Security Instruments, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Amendment. The provisions of this Amendment shall inure to the benefit the Assignee and its successors and assigns, including any holder of the indebtedness hereby secured as defined herein, and shall bind the Mortgagor and its successors and assigns.

6. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Any note, instrument, or other document that refers to the Security Instruments is deemed a reference to the Security Instruments as amended hereby and does not need to refer to this Amendment. The creation of the Security Instruments, as amended hereby, the perfection of the lien and security interest in the Property, and the rights and remedies of Assignee and the Lenders with respect to the Property, as provided by the Security Instruments as amended hereby and by the laws of the state in which the Property is located, shall be governed by and construed in accordance with the internal laws of the state in which the Property are located without regard to principles of conflicts of law. OTHERWISE, THE OTHER OBLIGATIONS OF MORTGAGOR (INCLUDING, BUT NOT LIMITED TO, THE LIABILITY OF MORTGAGOR FOR ANY DEFICIENCY FOLLOWING A FORECLOSURE OF ALL OR ANY PART OF THE PROPERTY) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8. Nothing herein contained shall be construed as a substitution or novation of the obligations consisting of Existing Loans outstanding under the Prior Credit Agreement, the other Existing Loan Documents (as defined below) or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed substantially concurrently herewith. Nothing expressed or implied in this Amendment shall be construed as a release or other discharge of the Borrowers, any Guarantor, or any other party to the Existing Loan Documents from any of their obligations or liabilities under the Existing Credit Agreement or any of the loan transaction documents executed in connection therewith or in connection with the Prior Credit Agreement (the "*Existing Loan Documents*") with respect to the Existing Loans. The Mortgagor, on behalf of the Borrowers and each Guarantor, hereby (a) confirms and agrees that each Existing Loan Document to which it is a party that is not being amended and restated or terminated substantially concurrently herewith is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except as expressly provided, and (b) confirms and agrees that to the extent that any Existing Loan Document purports to grant to any of the Prior Agent, or any other party, a security interest in or lien on, any collateral as security for all or any portion of any of the Secured Obligations from time to time existing in respect of the Existing Credit Agreement or the Existing Loan Documents, such pledge or assignment or grant of the security interest or lien is hereby ratified confirmed in all respects.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the due execution hereof as a document under seal, as of the date first written above, and with the intent to be legally bound hereby.

APIF - IOWA, LLC, a Delaware limited liability company, as Mortgagor

By: American Postal Infrastructure SPV I, LLC, a Delaware limited liability company, its member

By: William Hallisey

Name: William Hallisey

Title: Vice President

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.

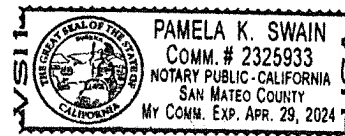
State of California)
County of San Mateo)

On June 11, 2020, before me, Pamela K Swain,
Notary Public, personally appeared William Hallisey, as Vice President of American Postal Infrastructure SPV I, LLC, which is the member of APIF – Iowa, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature Pamela K Swain
(Seal)



The undersigned Assignor is hereby a party to this Amendment for the sole purpose of effectuating the Assignment described in Section 1 above.

CITIZENS BANK, NATIONAL ASSOCIATION, as
Assignor

By: Kerri Colwell

Name: Kerri Colwell

Title: Senior Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the 10th day of July, 2020, before me, a Notary Public, the undersigned officer, personally appeared Kerri Colwell, a Senior Vice President of Citizens Bank, National Association, a national banking association known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Daniel Duric, Notary Public

My commission expires: September 12, 2024

Print Name: DANIEL DURIC

County of Residence: LAKE



DANIEL DURIC
Notary Public, State of Ohio
My Commission Expires
September 12th, 2024

EXHIBIT A

LEGAL DESCRIPTION

Lots 2, 3, 4, and the East 13 feet of Lot 5 in the re-subdivision of Lots 6 and 7, in Block 3, of the Original Town Plat of Earlham, Madison County, Iowa.

Property Address: 125 E. 1st Street, Earlham, IA 50072

Property ID: 851000103081000

Accepted and agreed to as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Assignee:

By: Allyson Goetschius
Name: Allyson Goetschius
Title: Executive Director

STATE OF New Jersey)
) SS:
COUNTY OF Hudson)

On this, the 28 day of July, 2020, before me, a Notary Public, the undersigned officer, personally appeared Allyson Goetschius, Executive Director of JPMorgan Chase Bank, N.A., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

My commission expires: 02/04/2025

Print Name: Alessandro Olsson

County of Residence: Bergen

Alessandro Olsson, Notary Public

