

ORDER# BB883127
Record & Return to: SearchTec
314 N 12th St, Suite 100 Phila, Pa. 19107
215-963-0888



UPI Nos. 42-4-309, 42-4-310 and 42-4-310.2

F:\B0962-1115\LOC Reissuance Dec, 2018\Third Mortgage Modification.doc

THIRD OPEN-END MORTGAGE MODIFICATION AGREEMENT

This Third Open-End Mortgage Modification Agreement (this "Modification") is dated as of December 27, 2018, by **MAIN LINE WATERCRAFT REALTY, L.P.**, a Pennsylvania limited partnership ("Mortgagor"), in favor of **BENEFICIAL BANK**, a Pennsylvania banking corporation (f/k/a Beneficial Mutual Savings Bank) ("Mortgagee").

BACKGROUND

A. Reference is made to the revolving line of credit (the "Line of Credit") from the Mortgagor to Main Line Watercraft, LLC d/b/a Clews and Strawbridge, a Pennsylvania limited liability company (the "Borrower") in the amount of up to Two Million Five Hundred Thousand Dollars (\$2,500,000.00) pursuant to which the Mortgagee agreed to extend certain loans, advances and other financial accommodations to Borrower as set forth in that certain Revolving Line of Credit Note dated on or about June 25, 2007 (as may be amended, modified and supplemented thereto, the "Line of Credit Note").

B. As security for the Line of Credit Note, Mortgagor executed and delivered to Mortgagee a Guaranty and Suretyship Agreement dated on or about June 25, 2007 (the "Guaranty").

C. Mortgagor is the owner of certain real property situate in the Township of East Whiteland, Chester County, Pennsylvania, as such real property is more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "Mortgaged Property"). Mortgagor executed an Open-End Mortgage and Security Agreement dated as of June 25, 2007, which was recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, on

June 27, 2007, as Instrument Number 10766400, in Mortgage Book 7197, Page 1499, et. seq. (as modified by that certain Open End Mortgage Modification Agreement dated December 24, 2010, the "Mortgage"), as additional security for its obligations under the Guaranty and pursuant to which Mortgagor has mortgaged, given, granted, bargained, sold, confirmed, and assigned the Mortgaged Property, with mortgage covenants, unto the Mortgagee. Capitalized terms not defined herein shall have the meaning ascribed to them in the Mortgage.

D. On or about January 11, 2010, Borrower and Mortgagee amended and restated the Line of Credit Note as evidenced by that certain Amended and Restated Revolving Line of Credit Note (the "Amended and Restated Note") whereby Mortgagee and Borrower modified the terms of the Line of Credit Note to provide for the issuance of a Standby Letter of Credit in the amount of \$130,000.00 for the benefit of GE Commercial Distribution Finance Corporation (the "Original GE Letter of Credit") and such Original GE Letter of Credit was established as a sublimit on the Line of Credit such that any draw under the Original GE Letter of Credit will be automatically be deemed to be an advance under the Line of Credit.

E. On or about December 24, 2010, Borrower and Mortgagee amended the Amended and Restated Note pursuant to a Second Amended and Restated Note dated December 24, 2010 from Borrower in favor of Bank (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Note"); and (ii) the Bank amended the Original GE Letter of Credit to reduce the amount to \$45,000.00 evidenced by that certain letter from Bank to GE Commercial Distribution Finance Corporation dated on or about January 26, 2011 (the "GE Letter Amendment"), and issued a letter of credit in the amount of \$85,000.00 for the benefit of Brunswick Acceptance Company LLC (the "Original Brunswick Letter of Credit" and together with the Original GE Letter of Credit, as amended by the GE Letter Amendment, the "Original Letters of Credit").

F. To evidence the obligations of Borrower in connection with the repayment of any draws under the Original Letters of Credit, Borrower executed and delivered to Lender, (i) a Reimbursement Agreement for the Revised GE Letter of Credit dated January 26, 2011, and (ii) a Reimbursement Agreement for the Original Brunswick Letter of Credit dated January 26, 2011.

G. At the request of Borrower, Bank amended and restated the Original Letters of Credit in order to reduce the Revised GE Letter of Credit to \$25,000.00 and increase the Revised Brunswick Letter of Credit to \$105,000.00, and to evidence the foregoing, Bank issued that certain Irrevocable Standby Letter of Credit number 1213 in the amount of \$25,000.00 (the "Revised GE Letter of Credit") dated January 15, 2013 and issued for the benefit of Brunswick Acceptance Company, LLC and that certain Irrevocable Standby Letter of Credit number 1247 in the amount of \$105,000.00 (the "Revised Brunswick Letter of Credit" and together with the Revised GE Letter of Credit, the "Revised Letters of Credit") dated January 15, 2013.

H. To evidence the obligations of Borrower to repay any draws under the Revised Letters of Credit, Bank and Borrower has executed (a) with respect to the Revised GE Letter of Credit, that certain Amended and Restated Reimbursement Agreement, (the "Amended GE Reimbursement Agreement") dated December 20, 2012, and (b) with respect to the Revised

Brunswick Letter of Credit, that certain Amended and Restated Reimbursement Agreement dated December 20, 2012 (the "Amended Brunswick Reimbursement Agreement" and together with the Amended GE Reimbursement Agreement, the "Amended Reimbursement Agreements").

I. To induce the Mortgagee to make the modifications evidenced by the Second Amended and Restated Note, and the amendments to the Revised GE Letter of Credit and the Revised Brunswick Letter of Credit each dated January 15, 2013, Corporate Guarantor and Mortgagor executed and delivered a Second Open-End Mortgage Modification Agreement dated December 28, 2012, which was recorded in the Office of the Recorder of Deeds in and for Chester County, PA on February 8, 2013 at Book 8640, Page 242.

J. Pursuant to a Letter Amendment dated April 26, 2016, the amount of the Revised Brunswick Letter of Credit, Letter of Credit No. 1247, was increased from \$105,000.00 to \$260,000.00, and pursuant to a Letter Amendment dated April 26, 2016, the Letter of Credit No. 1213 was amended by changing the beneficiary from GE Commercial Distribution Finance Corporation to Wells Fargo Commercial Distribution Finance, LLC, successor by merger to GE Commercial Distribution Finance Corporation and the amount of the revised Letter of Credit No. 1213 was increased to \$70,000.00. Hereafter, the Revised Brunswick Letter of Credit means Letter of Credit No. 1247 as increased from \$105,000.00 to \$260,000.00 pursuant to a Letter Agreement dated December 26, 2016, and the Revised Wells Fargo Letter of Credit means Letter of Credit No. 1213 as amended by the Letter Agreement dated April 26, 2016, changing the name of the beneficiary from GE Commercial Distribution Finance Corporation to Wells Fargo Commercial Distribution Finance, LLC, successor by merger to GE Commercial Distribution Finance Corporation, and increasing the amount of the Letter of Credit No. 1213 to \$70,000.00.

K. To evidence the obligations of Borrower in connection with the payment of the draws under the Revised Brunswick Letter of Credit and the Revised Wells Fargo Letter of Credit, Borrower executed and delivered to Mortgagee an Amended and Restated Continuing Standby Letter of Credit Reimbursement Agreement dated April 26, 2016 for the Revised Wells Fargo Letter of Credit (the "Amended and Restated Wells Fargo Reimbursement Agreement"), and an Amended and Restated Continuing Standby Letter of Credit Reimbursement Agreement dated April 26, 2016 for the Revised Brunswick Letter of Credit (the "Amended and Restated Brunswick Reimbursement Agreement" and collectively with the Amended and Restated Wells Fargo Reimbursement Agreement, the "Amended and Restated Reimbursement Agreements").

L. Pursuant to a Loan Modification Agreement dated November 18, 2016, the interest rate and repayment provisions of the Second Amended and Restated Note were revised.

M. Borrower and Mortgagor have requested that the Mortgagee reissue Letter of Credit No. 1213 for the benefit of Wells Fargo Commercial Distribution Finance, LLC in the amount of \$70,000.00 (the "Reissued Wells Fargo Letter of Credit"), and has requested that the Mortgagee reissue Letter of Credit No. 1247 for the benefit of Brunswick Acceptance Company, LLC in the amount of \$260,000.00 (the "Reissued Brunswick Letter of Credit").

N. To evidence the obligations of Borrower in connection with repayment of any draws under the Reissued Letters of Credit, Mortgagee and Borrower have executed (i) with respect to the Reissued Wells Fargo Letter of Credit, that certain Second Amended and Restated Continuing Standby Letter of Credit Reimbursement Agreement of even date herewith (the "Second Amended Wells Fargo Reimbursement Agreement"), and (ii) with respect to the Brunswick Letter of Credit, that certain Second Amended and Restated Continuing Standby Letter of Credit Reimbursement Agreement of even date herewith (the "Second Amended Brunswick Reimbursement Agreement" and together with the Second Amended Wells Fargo Reimbursement Agreement, the "Second Amended and Restated Reimbursement Agreements").

O. As a condition to the reissuance of the aforementioned Reissued Letters of Credit, Mortgagee is requiring that Corporate Guarantor execute and deliver this Modification.

P. The Note, the Guarantees, the Mortgage, as amended, the Second Amended and Restated Reimbursement Agreements and all other documents evidencing and/or securing the Note, and any draws under the Reissued Letters of Credit, each as modified and amended, and as may be further modified or amended from time to time, are collectively referred to herein as the "Loan Documents." All capitalized term not herein defined or otherwise identified shall have the meaning ascribed to it in the Loan Documents.

Q. The Bank has agreed to reissue the Letters of Credit pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the mutual benefits conferred herein, the parties hereto agree to modify the Mortgage as follows:

1. Recitals. The recitals contained in the foregoing Background are incorporated and made a substantive part of this Modification.

2. Amendments to Mortgage; Confirmations. The Mortgage is hereby amended and modified to evidence that it secures and/or continues to secure the obligations of Borrower and Mortgagor under the Loan Documents, including the Note, the Guaranty, and the Second Amended and Restated Reimbursement Agreements. In furtherance of the foregoing, the Mortgage is hereby amended and modified as follows:

(a) References in the Mortgage to the "Wells Fargo Letter of Credit" shall mean the Reissued Wells Fargo Letter of Credit No. 1213 in the amount of \$70,000.00, as the same may be further amended, restated, modified or reissued and all replacement letters of credit therefore.

(b) References in the Mortgage to the "Brunswick Letter of Credit" shall mean the Revised Brunswick Letter of Credit No. 1247 in the amount of \$260,000.00, as the same may be further amended, restated, modified or reissued and all replacement letters of credit therefore.

(c) References in the Mortgage to the "Letters of Credit" shall mean the Reissued Letters of Credit as defined above, and as the same may be further amended, restated, modified or reissued and all replacement letters of credit therefore.

(d) References in the Mortgage to the "Reimbursement Agreements" shall mean the Second Amended and Restated Reimbursement Agreements, as defined above, and references to the Loan Documents shall mean the Note, the Reissued Letters of Credit and the Second Amended and Restated Letter of Credit Reimbursement Agreements, as the same may be amended, restated, replaced or reissued.

(e) Mortgagor ratifies, confirms and agrees that the Mortgage secures all Obligations, including, not by way of limitation of the above, the obligations of Borrower under the Note and the Second Amended and Restated Reimbursement Agreements, all as such may be amended, modified or supplemented. To the extent not inconsistent with the terms of this Modification, the term and conditions of the Mortgage remain in full force and effect are hereby ratified, confirmed and continued.

3. Recordation. This Modification may be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

4. Governing Law. This Modification shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

5. Counterparts. This Modification may be executed in any number of counterparts, each of which shall constitute an original and, when taken together, shall constitute one and the same document.

6. No Novation. Nothing contained herein and no actions taken pursuant to the term hereof are intended to constitute a novation of the Mortgage or any of the Loan Documents and shall not constitute a release, termination or waiver of any of the liens, security interests, rights or remedies granted to Bank in the Loan Documents.

7. CONFESSION OF JUDGMENT IN EJECTMENT. WHENEVER AND AS OFTEN AS MORTGAGEE HAS THE RIGHT TO TAKE POSSESSION OF THE MORTGAGED PROPERTY, MORTGAGOR IRREVOCABLY AUTHORIZES AND EMPOWERS THE CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF COMMON PLEAS OR ANY OTHER COURT OF COMPETENT JURISDICTION, AS ATTORNEY FOR MORTGAGOR AND MORTGAGOR'S SUCCESSORS AND ASSIGNS OR ANY OTHER PERSONS CLAIMING ANY INTEREST UNDER OR THROUGH MORTGAGOR, AS WELL AS FOR ALL PERSONS CLAIMING UNDER, BY OR THROUGH MORTGAGOR, TO APPEAR FOR MORTGAGOR IN AN ACTION OR ACTIONS IN EJECTMENT OR OTHER APPROPRIATE ACTION FOR POSSESSION OF THE MORTGAGED PROPERTY FILED BY MORTGAGEE OR ANY HOLDER OF THIS MORTGAGE (WITHOUT THE NECESSITY OF FILING ANY BOND AND WITHOUT ANY STAY OF EXECUTION OR APPEAL) AND IN SUCH ACTION OR ACTIONS TO ADMIT


MORTGAGEE'S SUPERIOR TITLE AND/OR CONFESS JUDGMENT FOR THE RECOVERY BY MORTGAGEE OF POSSESSION OF THE MORTGAGED PROPERTY, FOR WHICH THIS INSTRUMENT (OR A COPY HEREOF VERIFIED BY AFFIDAVIT OF MORTGAGEE OR ANYONE AUTHORIZED TO MAKE SUCH AFFIDAVIT ON BEHALF OF MORTGAGEE) SHALL BE A SUFFICIENT WARRANT; WHEREUPON A WRIT OF POSSESSION OR OTHER APPROPRIATE PROCESS TO OBTAIN POSSESSION OF THE MORTGAGED PROPERTY MAY BE ISSUED FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, MORTGAGOR HEREBY RELEASING AND AGREEING TO RELEASE MORTGAGEE AND SAID ATTORNEYS FROM ALL ERRORS AND DEFECTS WHATSOEVER OF A PROCEDURAL NATURE IN ENTERING ANY SUCH ACTION OR JUDGMENT OR IN CAUSING ANY SUCH WRIT OR PROCESS TO BE ISSUED OR IN ANY PROCEEDING THEREON OR CONCERNING THE SAME, PROVIDED THAT MORTGAGEE SHALL HAVE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY A PERSON ON MORTGAGEE'S BEHALF SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF SUCH JUDGMENT ACCORDING TO THE TERMS OF THIS INSTRUMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE A PRIMA FACIE EVIDENCE; AND IT IS HEREBY EXPRESSLY AGREED THAT IF FOR ANY REASON AFTER ANY SUCH ACTION HAS BEEN COMMENCED THE SAME SHALL BE DISCONTINUED, MARKED SATISFIED OF RECORD OR TERMINATED, OR POSSESSION OF THE MORTGAGED PROPERTY SHALL REMAIN IN OR BE RESTORED TO EITHER MORTGAGOR OR ANYONE CLAIMING UNDER, BY OR THROUGH MORTGAGOR, MORTGAGEE MAY, WHENEVER AND AS OFTEN AS MORTGAGEE SHALL HAVE THE RIGHT TO TAKE POSSESSION AGAIN OF THE MORTGAGED PROPERTY, BRING ONE OR MORE FURTHER ACTIONS IN THE MANNER HEREINABOVE SET FORTH TO RECOVER POSSESSION OF THE MORTGAGED PROPERTY AND TO CONFESS JUDGMENT THEREIN AS HEREINABOVE PROVIDED, AND THE AUTHORITY AND POWER GIVEN ABOVE TO ANY SUCH ATTORNEY SHALL EXTEND TO ALL SUCH FURTHER ACTIONS. MORTGAGEE SHALL HAVE THE RIGHT TO BRING SUCH AN ACTION IN EJECTMENT AND TO CONFESS JUDGMENT THEREIN AS HEREINABOVE PROVIDED BEFORE OR AFTER COMMENCING AN ACTION OF MORTGAGE FORECLOSURE AND BEFORE OR AFTER JUDGMENT THEREON OR THEREIN HAS BEEN RECOVERED OR A JUDICIAL SALE OF ALL OR ANY PART OF THE MORTGAGED PROPERTY HAS TAKEN PLACE.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed or caused this Modification to be executed by their duly authorized officers on the date first above written.

WITNESS:

MAIN LINE WATERCRAFT REALTY, L.P.,
a Pennsylvania limited partnership
By its sole general partner,
MLW REALTY ASSOCIATES, LLC,
a Pennsylvania limited liability company



By:


John D. Spradlin, President

AGREED AND ACCEPTED BY:

BENEFICIAL BANK

By:


Gary R. Faggioli, Senior Vice President

The address of the within
named Mortgagee is:

Beneficial Bank
1818 Beneficial Bank Place
1818 Market Street
Philadelphia, PA 19103
Attn: Gary R. Faggioli, Senior Vice President

**THIS DOCUMENT WHEN RECORDED WILL BE
RETURNED TO THE ADDRESS SET FORTH ABOVE.**

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Philadelphia :

On the 27th day of December, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John D. Sprandio, individually, and who acknowledged himself to be the President of MLW Realty Associates, LLC, a Pennsylvania limited liability company, the sole general partner of Main Line Watercraft Realty, L.P., a Pennsylvania limited partnership, and that he, being authorized to do so, executed the foregoing Third Open-End Mortgage Modification Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Bernadette G. Zimmerman
Notary Public

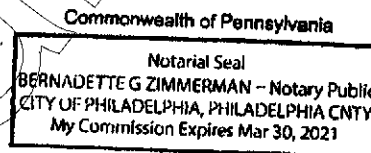


EXHIBIT "A"

PREMISES A

ALL THAT CERTAIN lot or piece of ground, with the hereditaments and appurtenances, Situate in the Township of East Whiteland, County of Chester, Pa., and described according to a Plan of Property for Antonio Ruggieri, said plan made by Chester Valley Engineers, Inc., Consulting Engineers, dated August 24, 1960 and revised March 13, 1962 as follows, to wit;

BEGINNING at a spike set on the Southeasterly side of Lincoln Highway (60 feet wide) said spike being measured by the two following courses and distances along the said side of Lincoln Highway from an iron pin a corner of land now or late of John G. Thomas; (1) North 72 degrees 39 minutes East, 273.56 feet to a spike; (2) North 72 degrees 15 minutes East 93.40 feet to the point of beginning; thence extending from said point of beginning North 72 degrees 15 minutes East along the said side of Lincoln Highway 263 feet to an Iron pin, a corner of land now or late of M. Madison Clews; thence extending along the last mentioned land, South 17 degrees 45 minutes East crossing an iron pin on the purported to be the Northwesternly right of way line of the Pennsylvania Railroad Company (Trenton Branch) (140 feet wide) said iron pin being at the distance of 288.98 feet from the last mentioned iron pin the Southeasterly side of Lincoln Highway a total distance of 314.20 feet to a point on the Actual Northwesternly Right of Way of the Pennsylvania Railroad Company (Trenton Branch) (140 feet wide); thence extending along the Actual Northwesternly Right of Way Line of Pennsylvania Railroad Company South 66 degrees 53 minutes West 264.16 feet to a point; (said last mentioned point being at the distance of 256.29 feet measured North 66 degrees 53 minutes East along the Actual Northwesternly Right of Way line of Pennsylvania Railroad Company from an original granite stone, a corner of land now or late of John G. Thomas aforesaid; thence extending North 17 degrees 45 minutes West recrossing the purported Northwesternly right of way line of Pennsylvania Railroad Company 338.90 feet to the first mentioned spike the point and place of beginning.

PREMISES B

ALL THAT CERTAIN lot or piece of ground, with the buildings and Improvements thereon erected, situate in the Township of East Whiteland, County of Chester, Pa., bounded and described according to a Final Subdivision Plan made for M. Madison and Margaret Clews made by Yerkes Associates, Inc., dated Sept. 21, 1979 and recorded as Chester County Plan 3856 as follows, to wit:

BEGINNING at a point on the Southeast side of Lincoln Highway (US Route 30) said point being a corner of lands now or late of Florian and Lita Cusack; thence from said beginning point and along said lands the three following courses and distances; (1) South 17 degrees 45 minutes 00 seconds East 125.00 feet to a point; (2) North 72 degrees 15 minutes 00 seconds East 30.00 feet to a point; (3) South 17 degrees 45 minutes 00 seconds East 129.96 feet to a point in line of Penn Central Railroad; thence along the same, South 68 degrees 38 minutes 40 seconds West 262.78 feet to a point a corner of Lot 1 of said Plan; thence along the same the four following courses and distances; (1) North 28 degrees 23 minutes 11 seconds West 76.53 feet to a point; (2) North 12 degrees 30 minutes 00 seconds West 31.50 feet to a point; (3) North 28 degrees 00 minutes 00 seconds West 69.00 feet to a point and (4) passing through a pond, North 17 degrees 45 minutes 00 seconds West 97.00 feet to a

point on the Southeast side of said Lincoln Highway; thence along the same, North 72 degrees 15 minutes 00 seconds East 255.78 feet to the first mentioned point and place of beginning.

BEING Lot #2 on the above mentioned Plan.

PREMISES C

ALL THAT CERTAIN tract or parcel of land, with the buildings and Improvements thereon erected, situate in the Township of East Whiteland, County of Chester, Pa., bounded and described in accordance with a Final Subdivision Plan made for M. Madison and Margaret Clews by Yerkes Associates, Inc., Engineers and Surveyors, (West Chester Pa.) dated September 21, 1979 and recorded as Chester County Plan No. 3856 as follows, to wit:

BEGINNING at a point on the Southeasterly side of Lincoln Highway (US Route 30) at the Northeast corner of land of one Cantrel; thence along the said Southeasterly side of Lincoln Highway North 72 degrees 15 minutes 00 seconds East 254.22 feet to a spike marking a corner of land retained by the Grantors herein; thence along said retained land the four following courses and distances (1) South 17 degrees 45 minutes 00 seconds East crossing over the Westerly side of a pond 97.00 feet to an iron pin; (2) South 28 degrees 00 minutes 00 seconds East 69.00 feet to an iron pin; (3) South 12 degrees 30 minutes 00 seconds East 31.50 feet to an iron pin; (4) South 28 degrees 23 minutes 11 seconds East 76.53 feet to an iron pin set on line of land of Penn Central Railroad; thence along said railroad land, South 68 degrees 38 minutes 40 seconds West 278.29 feet to a monument marking a corner of land of the aforementioned Cantrel; thence along said Cantrel's land North 17 degrees 45 minutes 00 seconds West 288.98 feet to the first mentioned point and place of beginning.

BEING PARCEL 1 as shown on the above mentioned plan.

Together being known as 310 Lancaster Avenue.

Tax ID I Parcel No. 42-4-309 (Prem-A), 42-4-310 (Prem-B) and 42-4-310.2 (Prem-C)

Premises A and B

BEING the same premises which Clews & Strawbridge, Inc., a Pennsylvania Corporation by Deed dated 9-30-2003 and recorded 10-24-2003 in Chester County in Record Book 5952 Page 470 conveyed unto Main Line Watercraft Realty, LP, a Pennsylvania limited partnership, in fee.

Premises C

BEING the same premises which Chester County Industrial Development Authority (title owners) and Clews & Strawbridge Inc. (equitable owner) by Deed dated 8-28-2003 and recorded 10-24-2003 in Chester County in Record Book 5952 Page 480 conveyed unto Main Line Watercraft Realty, LP, a Pennsylvania limited partnership, in fee.