

Chicago Title Insurance Company

**THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:**

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KRWR File No. 08279.04400

2002 048749

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2002 MAY 20 AM 9:50  
MORRIS W. CARTER  
RECORDER

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**MODIFICATION OF LOAN DOCUMENTS**

**THIS MODIFICATION OF LOAN DOCUMENTS** (hereinafter referred to as "this Modification") is made and entered into as of the 15th day of April, 2002, by **BK BRIDGE STREET LLC**, an Illinois limited liability company ("Borrower"); **DAVID R. KAHNWEILER** and **WILLIAM M. FAUSONE** (collectively, the "Indemnitors"); and **CENTERPOINT REALTY SERVICES CORPORATION**, an Illinois corporation ("Lender").

**NOT OFFICIAL!**

**RECITALS:**

This Document is the property of the Lake County Recorder!

- A. Lender has heretofore made a loan to Borrower in the original principal amount of Five Million Three Hundred Twenty-Five Thousand and No/100 Dollars (\$5,325,000.00), the terms and conditions of which are set forth in a certain Loan Agreement dated April 15, 1999, between Borrower and Lender (the "Loan Agreement"). Initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan.
- B. The Loan is also evidenced by a Promissory Note dated April 15, 1999, in said principal amount made by Borrower and payable to Lender (the "Note").
- C. The Note is secured by, among other things, a Mortgage, Security Agreement, and Financing Statement dated April 15, 1999, made by Borrower in favor of Lender, and recorded on May 19, 1999, in the Office of the State of Indiana Lake County Recorder as Document No. 99042429 (the "Mortgage") and an Assignment of Leases and Rents dated April 15, 1999, made by Borrower in favor of Lender, and recorded on May 19, 1999, in the Office of the State of Indiana Lake County Recorder as Document No. 99042430 (the "Assignment"), each encumbering the premises legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). The Loan is further evidenced and secured by certain other documents, including but not limited to those described in Exhibit B attached hereto and by this reference incorporated herein (collectively with the Mortgage and the Assignment, the "Security Documents").

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D. In connection with the Loan, the Indemnitors and Borrower executed that certain Indemnification Agreement dated April 15, 1999, to and for the benefit of Lender (the "Indemnification").

E. The original Maturity Date of the Note was April 15, 2002. Borrower and Lender desire to amend the Loan Agreement, the Note, the Security Documents, and the Indemnification (collectively, the "Loan Documents") to provide that the Maturity Date shall be April 15, 2003, and to provide for a possible additional disbursement of proceeds of the Loan, all on the terms and conditions as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Section 1.

2. **Current Principal Balance.** Borrower hereby acknowledges that, as of the date of this Modification, the current outstanding unpaid principal balance of the Loan is \$3,357,802.00.

3. **Amendments to Loan Documents.** The Loan Documents are hereby amended as follows, effective as of the date hereof:

(A) The Maturity Date shall be April 15, 2002, and all references in the Loan Documents to the Maturity Date shall be deemed to mean April 15, 2003.

(B) Section 2.7A of the Loan Agreement shall be deemed modified such that the Additional Interest shall be "60%" of each of Net Operating Revenues (the NOR Additional Interest shall also be deemed to mean sixty percent [60%] of Net Operating Revenues) and Net Capital Proceeds, instead of "50%" as currently stated.

(C) Notwithstanding the terms of the Loan Agreement to the contrary, Borrower shall have the right to borrow from Lender up to an additional Eight Hundred Fifty-Eight Thousand and No/100 Dollars (\$858,000.00) for working capital purposes, and any such amount borrowed shall be added to the principal balance of the Loan and shall be payable pursuant to the terms of the Loan Documents. Except as expressly provided in this paragraph, all other funds of the Loan must be drawn under the terms of the Loan Agreement.

(D) All references in a Loan Document to any other Loan Document shall be deemed to refer to such Loan Document as modified by this Modification.

4. **Consent of Indemnitors.** The Indemnitors have received and reviewed this Modification and all documents and instruments in connection herewith and hereby consent to the execution and delivery hereof and agree that their duties, liabilities, and obligations under the Indemnification, as modified hereby, shall not in any manner be impaired, discharged or released by the execution and delivery of this Modification and all documents or instruments in connection therewith.

5. **Conditions Precedent to Effectiveness.** As conditions precedent to Lender's acceptance of this Modification, the items described in **Exhibit C** attached hereto and by this reference incorporated

herein (all of which shall be in form and substance satisfactory to Lender) shall be required to be executed, where applicable, and delivered to Lender, or otherwise satisfied, as applicable.

6. **Reaffirmation of Liability.** Notwithstanding the execution of this Modification, the Indemnitors hereby reaffirm and acknowledge their liability and obligations to Lender under the Indemnification, as modified hereby.

7. **Reaffirmation of Representations and Warranties.** Borrower and the Indemnitors (hereinafter referred to collectively as the "Obligors") hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties made by such party as contained in the Loan Documents.

8. **Reaffirmation of Covenants.** The Obligors do hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision of such party set forth in the Loan Documents, as herein modified.

9. **No Vitiating of Liability.** Nothing contained herein shall vitiate or discharge any party's liability under the Loan Documents, as herein modified.

10. **Offsets and Defenses.** The Obligors hereby acknowledge and agree that (i) as of the date of this Modification, there are no and the Obligors hereby waive all offsets, defenses or counterclaims against Lender arising out of or in any way relating to the Loan Documents, including without limitation any covenant of good faith and fair dealing, (ii) they release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which they or any of them may now have or claim to have against Lender or any of the other persons or entities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, and (iii) Lender is not in default under the Loan Documents.

11. **Entire Agreement.** The Obligors acknowledge that (i) there are no other agreements or representations, either oral or written, express or implied, relating to the amendments to the Loan Documents set forth herein and other provisions hereof that are not embodied in this Modification; (ii) this Modification represents a complete integration of all prior and contemporaneous agreements and understandings of Lender and the Obligors relating to the matters set forth herein, and (iii) all such agreements, understandings, and documents, except for the Loan Documents, are hereby superseded by this Modification.

12. **Full Force and Effect; Inconsistency.** Except as herein modified, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Loan Documents, the terms herein shall control.

13. **Laws of Illinois.** This Modification shall be governed and construed under the laws of the State of Illinois.

14. **Counterparts.** This Modification may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

15. **Liens.** The Obligors acknowledge and agree that Lender's mortgage lien and other liens on the Property and any other collateral for the Loan continue to be valid, binding and enforceable liens which secure the obligations under the Loan Documents.

16. **Construction.** The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Modification as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Modification are to the designated Sections and other subdivisions of this Modification as originally executed. The headings of this Modification are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

17. **No Third-Party Beneficiaries.** This Modification shall inure to the sole benefit of the Obligors and Lender. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Modification.

18. **Legal Review.** The Obligors acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this Modification and the Obligors are satisfied with such legal counsel and the advice which they have received from such legal counsel.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**BORROWER:**

**BK BRIDGE STREET LLC**, an Illinois limited liability company

By: [Signature]  
David R. Kahnweiler, Manager

By: [Signature]  
William M. Fausone, Manager

**INDEMNITORS:**

[Signature]  
**DAVID R. KAHNWEILER**

[Signature]  
**WILLIAM M. FAUSONE**

**LENDER:**

**CENTERPOINT REALTY SERVICES CORPORATION**, an Illinois corporation


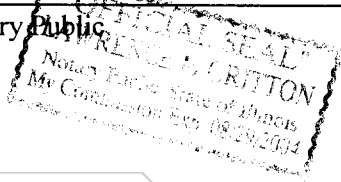
By: [Signature]  
Name: **Michael A. Tortorello**  
Title: **Assistant Secretary**



STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID R. KAHNWEILER and WILLIAM M. FAUSONE, both as a Manager of BK BRIDGE STREET LLC, an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers of said limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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.

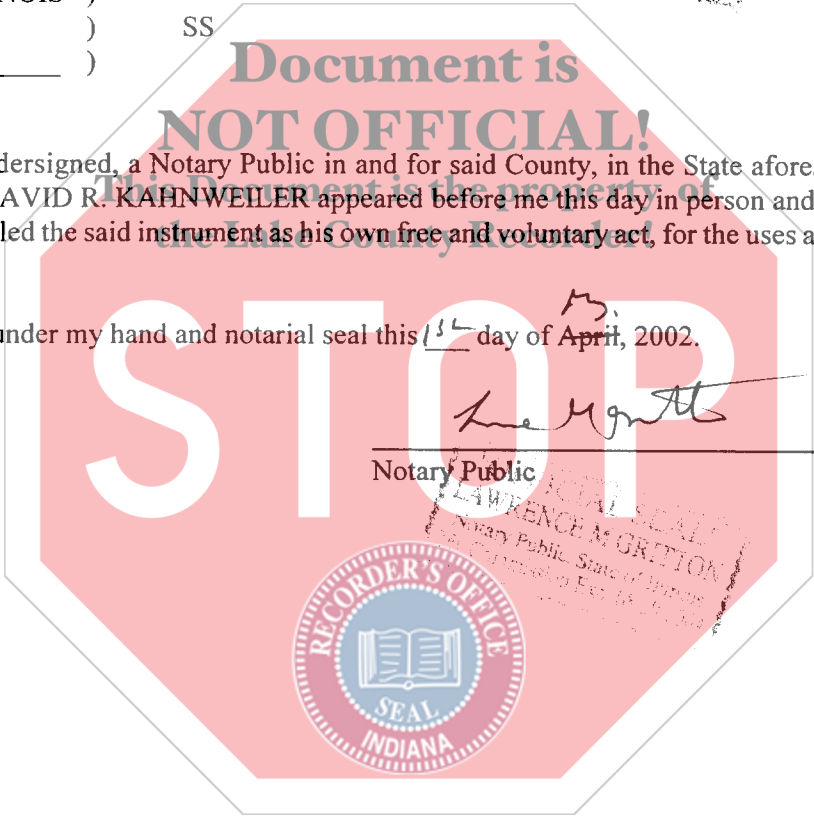
GIVEN under my hand and notarial seal this 13<sup>th</sup> day of ~~April~~<sup>May</sup>, 2002.

  
\_\_\_\_\_  
Notary Public  


STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID R. KAHNWEILER appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of April, 2002.





  
\_\_\_\_\_  
Notary Public  




EXHIBIT A

PARCEL 1: ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF GARY, LAKE COUNTY, INDIANA (BEARINGS HEREIN REFER TO THE INDIANA COORDINATE SYSTEM, WEST ZONE). BEGINNING AT A POINT ON THE NORTHERLY LINE OF PREMISES CONVEYED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY BY DEED DATED OCTOBER 24, 1960, RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, IN DEED VOLUME 1160, PAGE 361, AS DOCUMENT NO. 289248, AS PARCEL 2, SAID POINT BEING REFERENCED TO A MONUMENT AT THE END OF THE THIRD COURSE AND DISTANCE READING SOUTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS EAST (S. 87 DEGREES 05 MINUTES 27 SECONDS EAST) TWO THOUSAND THREE HUNDRED EIGHTY AND FIFTY-FIVE HUNDREDTHS (2,380.55) FEET IN SAID DESCRIPTION; THENCE FROM SAID REFERENCE MONUMENT ALONG THE NORTHERLY LINE OF LANDS SO CONVEYED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, NORTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS WEST (NORTH 87 DEGREES 05 MINUTES 27 SECONDS WEST) TWO HUNDRED EIGHTY-NINE AND SEVENTY-ONE HUNDREDTHS (289.71) FEET TO THE POINT AND PLACE OF BEGINNING OF THE DESCRIPTION OF THE POINT OF BEGINNING OF THE LAND; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHERLY LINE OF NORTHERN INDIANA PUBLIC SERVICE COMPANY, NORTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS WEST (NORTH 87 DEGREES 05 MINUTES 27 SECONDS WEST) NINE HUNDRED FIFTY (950) FEET TO A POINT; THENCE NORTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS EAST (NORTH 02 DEGREES 54 MINUTES 33 SECONDS EAST) EIGHT HUNDRED SIXTY-FIVE (865) FEET; THENCE SOUTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS EAST (SOUTH 87 DEGREES 05 MINUTES 27 SECONDS EAST) ONE HUNDRED FIFTY (150) FEET; THENCE NORTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS EAST (NORTH 02 DEGREES 54 MINUTES 33 SECONDS EAST) FIVE HUNDRED TWENTY-NINE AND TWENTY-FIVE HUNDREDTHS (529.25) FEET; THENCE SOUTH SIXTY-FOUR DEGREES TWENTY MINUTES TWENTY-ONE SECONDS EAST (SOUTH 64 DEGREES 20 MINUTES 21 SECONDS EAST) EIGHT HUNDRED SIXTY-SEVEN AND FIFTY HUNDREDTHS (867.50) FEET; THENCE SOUTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS WEST (SOUTH 02 DEGREES 54 MINUTES 33 SECONDS WEST) ONE THOUSAND FIFTY-EIGHT AND SEVENTY-SIX HUNDREDTHS (1,058.76) FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT FOR ROADWAY, SEWER AND WATER LINE BETWEEN UNITED STATES STEEL CORPORATION AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED MARCH 12, 1969 AND RECORDED JULY 30, 1969 AS DOCUMENT NO. 25787 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA AS AMENDED BY THAT CERTAIN AMENDMENT TO EASEMENT FOR ROADWAY, SEWER AND WATER LINE AMONG USX CORP., AMERICAN JUICE, INC., AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED OCTOBER 15, 1990 AND RECORDED OCTOBER 30, 1990 AS DOCUMENT NO. 131752 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA FOR THE NON-EXCLUSIVE RIGHT AND EASEMENT TO USE, MAINTAIN, REPAIR AND RENEW AN EXISTING 32 FOOT WIDE ROADWAY OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

EASEMENT FOR ROADWAY, SEWER AND WATER LINE: A STRIP OF LAND IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF PREMISES CONVEYED BY GARY LAND COMPANY TO AMERICAN BRIDGE COMPANY BY DEED DATED JANUARY 25, 1911, RECORDED IN DEED RECORD 167, PAGE 304, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, WHICH POINT



IS 178 FEET NORTH OF THE CENTERLINE OF THE INDIANA EAST-WEST TOLL ROAD; THENCE NORTH 0 DEGREES 0 MINUTES 18 SECONDS EAST ON AND ALONG THE EAST LINE OF THE AMERICAN BRIDGE COMPANY PROPERTY 46.87 FEET TO A POINT; THENCE SOUTH 85 DEGREES 25 MINUTES 59 SECONDS EAST 509.16 FEET TO A POINT WHICH IS 100 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES TO, THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID INDIANA EAST-WEST TOLL ROAD; THENCE SOUTH 87 DEGREES 5 MINUTES 27 SECONDS EAST ON A LINE PARALLEL TO THE SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2090.84 FEET TO A POINT; THENCE SOUTH 2 DEGREES 54 MINUTES 33 SECONDS WEST 32 FEET TO A POINT 68 FEET NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID INDIANA EAST-WEST TOLL ROAD; THENCE NORTH 87 DEGREES 5 MINUTES 27 SECONDS WEST ON AND ALONG A LINE PARALLEL TO THE SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2599.78 FEET, MORE OR LESS, TO THE AFORESAID POINT OF BEGINNING.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS AS SET FORTH IN SAID INSTRUMENT.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ROADWAY EASEMENT AGREEMENT BETWEEN USX CORPORATION AND AMERICAN JUICE, INC., DATED OCTOBER 24, 1990, AND RECORDED OCTOBER 30, 1990 AS DOCUMENT NO. 131750 FOR A NON-EXCLUSIVE ROADWAY EASEMENT FOR ACCESS, USE, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF A ROADWAY IN, OVER AND TO THE LAND DESCRIBED AS FOLLOWS:

ROADWAY EASEMENT "A": A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST, AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 01 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF THE ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 990.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY LINE OF BUCHANAN ST. (EXTENDED); THENCE SOUTH 19 DEGREES 53 MINUTES, 7 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 100.50 FEET; THENCE SOUTH 24 DEGREES, 17 MINUTES, 37 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 59.80 FEET; THENCE SOUTH 25 DEGREES 35 MINUTES 48 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 272.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 826.00 FEET; THENCE SOUTHERLY 316.05 FEET ALONG THE ARC OF SAID CURVE, THE LONG CHORD OF WHICH BEARS SOUTH 14 DEGREES, 38 MINUTES, 7 SECONDS WEST, A DISTANCE OF 314.13 FEET; THENCE SOUTH 10 DEGREES, 20 MINUTES, 14 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 58.83 FEET; THENCE SOUTH 0 DEGREES, 4 MINUTES, 15 SECONDS

WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 195.57 FEET TO THE NORTH LINE OF SECOND AVE.; THENCE NORTH 89 DEGREES, 55 MINUTES, 45 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 48.20 FEET TO THE WESTERLY LINE OF BUCHANAN ST. (EXTENDED); THENCE NORTH 0 DEGREES, 4 MINUTES, 15 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 195.57 FEET; THENCE NORTH 3 DEGREES, 51 MINUTES, 29 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 75.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 891.00 FEET; THENCE NORTHERLY 327.05 FEET ALONG THE ARC OF THE CURVE, THE LONG CHORD OF WHICH BEARS NORTH 15 DEGREES, 4 MINUTES, 52 SECONDS EAST, A DISTANCE OF 325.22 FEET; THENCE NORTH 25 DEGREES, 35 MINUTES, 48 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 253.70 FEET; THENCE NORTH 24 DEGREES, 37 MINUTES, 17 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 79.06 FEET; THENCE NORTH 34 DEGREES, 7 MINUTES, 11 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 101.11 FEET TO THE POINT OF BEGINNING.

ROADWAY EASEMENT "B": A ROADWAY EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., AND ALSO IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES, 50 MINUTES, 31 SECONDS EAST (BASIS OF BEARINGS) ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 795.71 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE NORTH 0 DEGREES 0 MINUTES, 18 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF BRIDGE ST. (EXTENDED), A DISTANCE OF 345.81 FEET TO THE NORTH LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY EASEMENT SHOWN IN RECORD BOOK 790, PAGE 86, IN THE RECORDER'S OFFICE, LAKE COUNTY, INDIANA; THENCE SOUTH 85 DEGREES, 25 MINUTES, 59 SECONDS EAST ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 45.14 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, 18 SECONDS WEST, A DISTANCE OF 114.87 FEET, THENCE SOUTH 87 DEGREES, 5 MINUTES, 27 SECONDS EAST, A DISTANCE OF 12.11 FEET TO A POINT ON THE SOUTH SIDE OF NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY, THENCE SOUTH 2 DEGREES, 54 MINUTES, 33 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 87 DEGREES, 5 MINUTES 27 SECONDS WEST A DISTANCE OF 9.32 FEET, THENCE SOUTH 0 DEGREES, 0 MINUTES, 18 SECONDS WEST A DISTANCE OF 173.97 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 50 MINUTES 31 SECONDS EAST ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 15.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRIDGE ST. (EXTENDED); THENCE SOUTH 0 DEGREES, 0 MINUTES, 18 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE (EXTENDED), 125.09 FEET; THENCE NORTH 87 DEGREES, 50 MINUTES, 31 SECONDS WEST, A DISTANCE OF 60.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF BRIDGE ST.; THENCE NORTH 0 DEGREES, 0 MINUTES, 18 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE (EXTENDED), A DISTANCE OF 125.09 FEET TO THE POINT OF BEGINNING.

ROADWAY EASEMENT "C": A ROADWAY EASEMENT SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN THE CITY OF GARY, LAKE COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 1 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY; THENCE NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,161.00 FEET; THENCE NORTH 67 DEGREES 36 MINUTES 15 SECONDS WEST, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE CONTINUING NORTH 67 DEGREES, 36 MINUTES, 15 SECONDS WEST, A DISTANCE OF 911.44 FEET; THENCE NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 25 DEGREES, 35 MINUTES, 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 64 DEGREES, 20 MINUTES, 21 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 25 DEGREES, 35 MINUTES, 45 SECONDS EAST, A DISTANCE OF 21.83 FEET; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 67 DEGREES, 36 MINUTES, 15 SECONDS EAST, A DISTANCE OF 908.74 FEET TO THE WEST LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY; THENCE NORTH 29 DEGREES, 28 MINUTES, 27 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 28.21 FEET TO THE POINT OF BEGINNING.

EASEMENT NO. 1 NIPSCO RIGHT-OF-WAY: SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH, 1 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION, 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 516.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, 164.50 FEET; THENCE SOUTH 51 DEGREES, 4 MINUTES, 15 SECONDS EAST, 130.0 FEET; THENCE SOUTH 59 DEGREES, 44 MINUTES 15 SECONDS EAST, 177.21 FEET TO THE WEST LINE OF BUCHANAN STREET; THENCE SOUTH 34 DEGREES, 7 MINUTES, 11 SECONDS WEST ALONG SAID WEST LINE, 28.06 FEET; THENCE NORTH 59 DEGREES, 44 MINUTES, 15 SECONDS WEST, 177.44 FEET; THENCE NORTH 51 DEGREES 04 MINUTES 15 SECONDS WEST, 131.26 FEET; THENCE NORTH 54 DEGREES, 36 MINUTES, 15 SECONDS WEST, 161.24 FEET, TO THE POINT OF BEGINNING.

ROADWAY EASEMENT NO. 3 ON NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY: SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 1 DEGREE, 8 MINUTES, 15 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN,

JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 660.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST, 500.80 FEET; THENCE NORTH 67 DEGREES, 36 MINUTES, 15 SECONDS WEST, 20.10 FEET TO THE WEST LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY; THENCE SOUTH 29 DEGREES 28 MINUTES, 27 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 28.21 FEET; THENCE SOUTH 67 DEGREES, 36 MINUTES, 15 SECONDS EAST, 523.60 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

PARCEL 4: LICENSE FOR THE BENEFIT OF PARCEL 1 AS EVIDENCED BY A MEMORANDUM OF LICENSE AGREEMENT BETWEEN ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND AMERICAN JUICE, INC., DATED OCTOBER 15, 1990 AND RECORDED OCTOBER 30, 1990 AS DOCUMENT NO. 131751 FOR THE AUTHORITY TO UTILIZE, OPERATE, UPGRADE AND MAINTAIN A NON-EXCLUSIVE PAVED ROADWAY OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

ROADWAY EASEMENT NO. 2 NIPSCO RIGHT-OF-WAY: SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION, 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, SAID POINT BEING THE POINT OF BEGINNING, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WHICH FORMS AN ANGLE OF 63 DEGREES, 16 MINUTES LEFT TO THE LAST DESCRIBED COURSE EXTENDED, 1,161.0 FEET TO A POINT, THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN INTERIOR ANGLE OF 3 DEGREES, 12 MINUTES TO THE LAST DESCRIBED COURSE, 500.80 FEET TO A POINT 10 FEET FROM THE CENTERLINE OF TRACK MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHEASTERLY, ALONG A LINE PARALLEL TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY, 1,180.0 FEET TO A POINT, THENCE CONTINUING SOUTHEASTERLY, ALONG A LINE 9 DEGREES, 48 MINUTES RIGHT TO THE LAST DESCRIBED COURSE EXTENDED, 164.40 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 681.0 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

**EXHIBIT B**

**OTHER SECURITY DOCUMENTS**

1. UCC-1 and UCC-2 Financing Statements executed by Borrower.
2. Environmental Indemnity Agreement dated April 15, 1999, executed by Borrower and the Indemnitors.
3. Collateral Assignment of Plans and Specifications Permits, Developer's Rights, Contracts, Licenses, and Agreements dated April 15, 1999, executed by Borrower.



**EXHIBIT C**

**CONDITIONS PRECEDENT**

1. Execution and recording of this Modification of Loan Documents
2. Date-Down Endorsement to Lender's title policy (i) extending the date thereof to the recording date of this Modification and (ii) adding no new matters not approved by Lender.
3. ALTA Statement.
4. Current Certificate of Good Standing for Borrower.

