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**THIRD AMENDMENT TO THE AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP OF
WILLIAM J. BRANT, JR. AND ASSOCIATES**

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This Third Amendment to the Agreement of Limited Partnership is made among EDWILL, LLC, an Indiana limited liability company, (herein "Edwill"), the BRANT CHILDREN'S TRUST NO. 4185, CATHRYN BRANT TRUST NO. 4186, JEFFREY BRANT TRUST NO. 4187, JAMES BRANT TRUST NO. 4188, CATHRYN/JEFFREY BRANT TRUST NO. 4189, CATHRYN/JAMES BRANT TRUST NO. 4190, JEFFREY/JAMES BRANT TRUST NO. 4191, CATHRYN BRANT FAMILY TRUST NO. 4192, JEFFREY BRANT FAMILY TRUST NO. 4193 and JAMES BRANT FAMILY TRUST NO. 4194 (herein collectively the "Limited Partners"), WOODLAWN GENERAL PARTNER, LLC, an Indiana limited liability company (herein the "Substitute General Partner"), and WILLIAM J. BRANT, Jr. (herein "Brant").

WHEREAS, the parties hereto desire to amend the Agreement and Certificate of Limited Partnership of William J. Brant, Jr. and Associates dated January 1, 1982, the First Amendment thereto effective June 22, 1995 and the Second Amendment thereto dated August 23, 2004 (collectively the "Agreement"), in order to substitute the Substitute General Partner for Edwill as the general partner of William J. Brant, Jr. and Associates (the "Partnership"); and

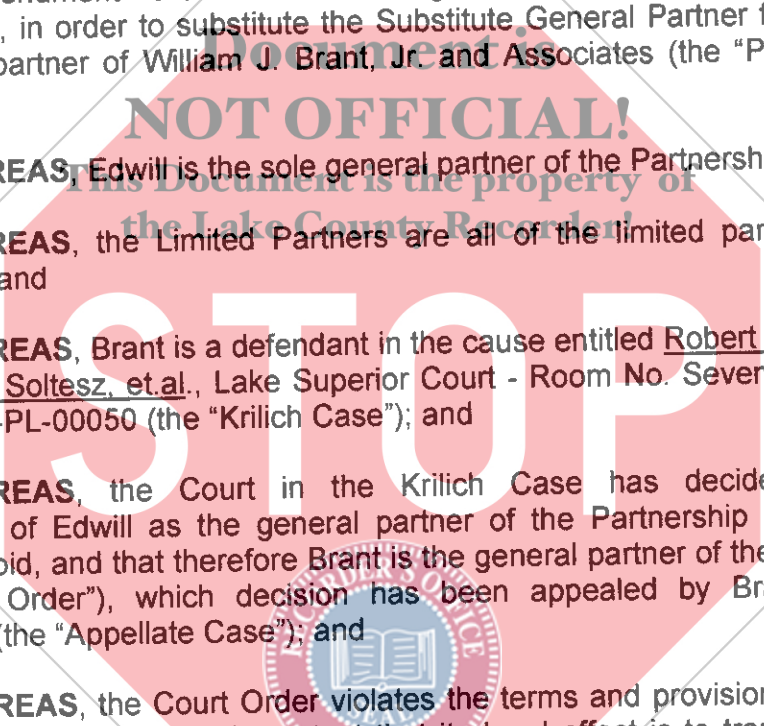
WHEREAS, Edwill is the sole general partner of the Partnership; and

WHEREAS, the Limited Partners are all of the limited partners of the Partnership; and

WHEREAS, Brant is a defendant in the cause entitled Robert R. Krilich vs. Raymond T. Soltész, et.al., Lake Superior Court - Room No. Seven, Cause No. 45D11-0504-PL-00050 (the "Krilich Case"); and

WHEREAS, the Court in the Krilich Case has decided that the appointment of Edwill as the general partner of the Partnership on June 22, 1995, was void, and that therefore Brant is the general partner of the Partnership (the "Court Order"), which decision has been appealed by Brant and the Partnership (the "Appellate Case"); and

WHEREAS, the Court Order violates the terms and provisions of Section 10.01 of the Agreement, to the extent that its legal effect is to transfer Edwill's general partner interest to Brant without the unanimous written consent of all of the Limited Partners, as required by said Section 10.01; and



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WHEREAS, the Limited Partners do not agree to have Brant as the general partner of the Partnership; and

WHEREAS, the plaintiff in the Krilich Case has filed a motion for appointment of a receiver for Brant (the "Receivership Motion"); and

WHEREAS, each of the parties hereto believe that the pendency of the Krilich Case, the Appellate Case, and the Receivership Motion, constitute substantial jeopardy to the economic interest and property rights of the Limited Partners, none of whom were named as defendants in the Krilich Case, or in any proceeding supplemental thereto, in flagrant violation of the constitutional due process rights of the Limited Partners; and

WHEREAS, written demand has been made upon Brant and Edwill to resign as the general partner(s) of the Partnership; and

WHEREAS, Edwill has resigned as general partner of the Partnership effective as of October 10, 2006; and

WHEREAS, Brant, to the extent that the Court Order is ultimately affirmed by a Court of competent jurisdiction with a holding that Brant is the general partner of the Partnership, has resigned as general partner of the Partnership, effective as of October 10, 2006.

1. **AMENDMENTS TO AGREEMENT.** The Agreement is hereby amended as follows:

a. Notwithstanding the terms and provisions of Article X of the Agreement, or any other term or provision thereof, the Substitute General Partner is hereby substituted in all respects for Edwill as the sole general partner of the Partnership (and, to the extent that the Court Order is ultimately affirmed by a court of competent jurisdiction with a holding that Brant is the general partner of the Partnership, the Substitute General Partner is hereby substituted in all respects for Brant as the sole general partner of the Partnership). On and after October 10, 2006, Substitute General Partner shall be the "General Partner" under the terms and provisions of the Agreement, for all purposes, without qualification, limitation or exception.

b. Notwithstanding any other term or provision of the Agreement to the contrary, the Substitute General Partner is hereby issued a one percent (1%) general partner interest in the Partnership, and in consideration therefor, the Substitute General Partner hereby agrees to pay to the Partnership, as a capital contribution, (i) the sum of Forty-five Thousand Dollars (\$45,000.00) on or before October 13, 2006, and (ii) when demanded by the Partnership, an amount equal to the difference, if

any, between the sum of Forty-five Thousand Dollars (\$45,000.00), and that greater amount, if any, equal to one percent (1%) of the aggregate amount of the capital accounts of the Partnership as of October 10, 2006, as determined by the independent certified public accountant appointed by the Substitute General Partner pursuant to Paragraph 5 of that certain General Partner Interest Purchase and Resignation Agreement dated October 10, 2006 among the Substitute General Partner, Brant, Edwill and the Limited Partners (the "Converted Interest Purchase Agreement").

2. CONSENT TO "CONVERTED INTEREST" ASSIGNMENT.

Edwill, Brant, the Limited Partners, and the Substitute General Partner do hereby grant their consent and approval to the transfer of the Converted Interest (as defined in Section 10.03 of the Agreement) to the Limited Partners pursuant to and in compliance with Section 10.03(3) of the Agreement, and Paragraph 4 of the Converted Interest Purchase Agreement.

3. EXTENT OF AMENDMENT.

Except as specifically amended by this Third Amendment, all of the terms and provisions of the Agreement not inconsistent with the foregoing, are hereby ratified and reaffirmed by the Substitute General Partner and the Limited Partners as being in full force and effect, and all of which are incorporated herein by reference and made a part hereof, and shall remain in full force and effect after the date hereof, until the Agreement is further amended in accordance with the terms and provisions of the Agreement.

4. COUNTERPARTS.


This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of October 10, 2006.

EDWILL:

Edwill, LLC, an Indiana limited liability company

By:


Jeffrey W. Brant, Manager

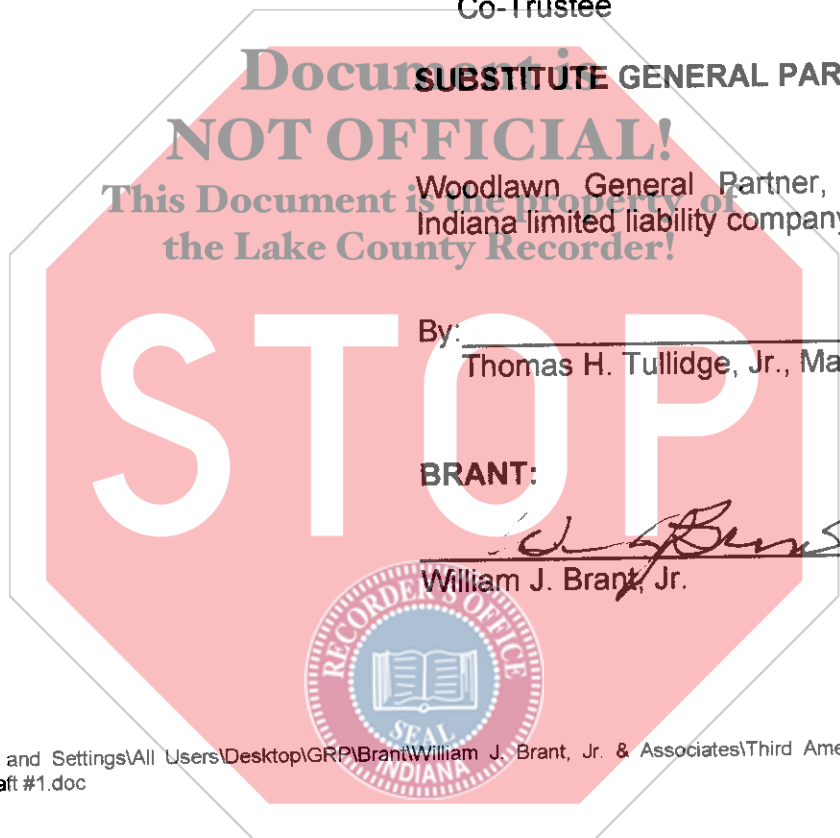


LIMITED PARTNERS:

Brant Children's Trust No. 4185,
Cathryn Brant Trust No. 4186, Jeffrey
Brant Trust No. 4187, James Brant
Trust No. 4188, Cathryn/Jeffrey Trust
No. 4189, Cathryn/James Brant Trust
No. 4190, Jeffrey/James Brant Trust No.
4191, Cathryn Brant Family Trust No.
4192, Jeffrey Brant Family Trust No.
4193, James Brant Family Trust No.
4194

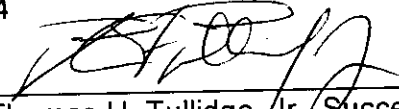
By: _____
Thomas H. Tullidge, Jr., Successor
Individual Co-Trustee

By: *Edna F. Brant*
Edna F. Brant, Successor Individual
Co-Trustee

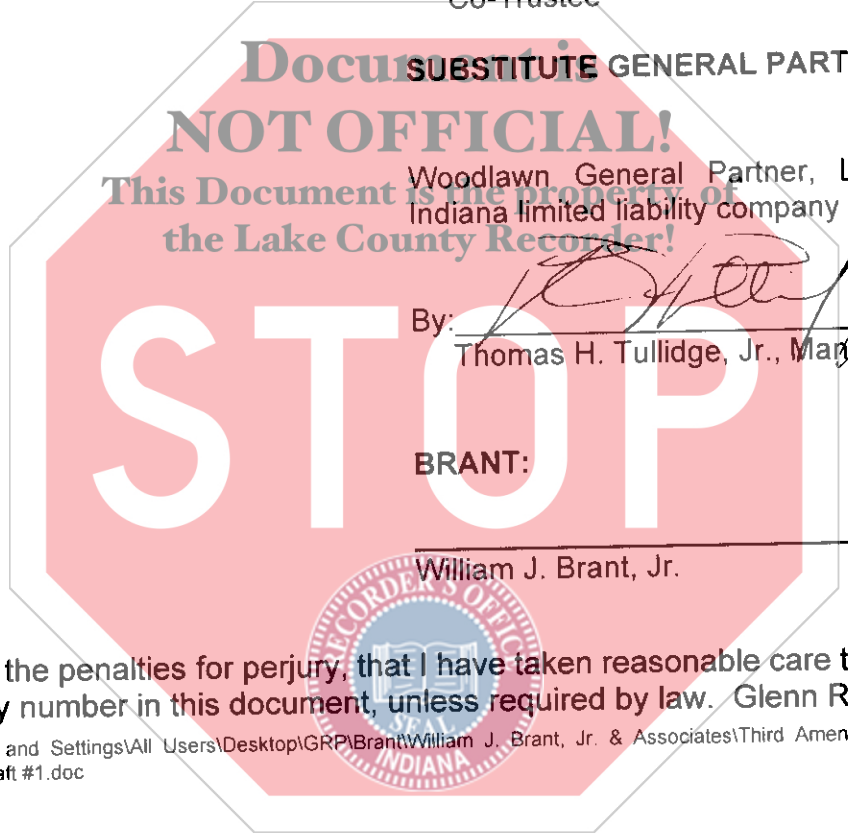


LIMITED PARTNERS:

Brant Children's Trust No. 4185,
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Trust No. 4188, Cathryn/Jeffrey Trust
No. 4189, Cathryn/James Brant Trust
No. 4190, Jeffrey/James Brant Trust No.
4191, Cathryn Brant Family Trust No.
4192, Jeffrey Brant Family Trust No.
4193, James Brant Family Trust No.
4194

By: 
Thomas H. Tullidge, Jr., Successor
Individual Co-Trustee

By: _____
Edna F. Brant, Successor Individual
Co-Trustee



DocuSUBSTITUTE GENERAL PARTNER:

NOT OFFICIAL!

This Document is the property of
Woodlawn General Partner, LLC, an
Indiana limited liability company
the Lake County Recorder!

By: 
Thomas H. Tullidge, Jr., Manager

BRANT:

William J. Brant, Jr.

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. Glenn R. Patterson

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