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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 093666

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MICHAEL A. TOWN  
RECORDER

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**THIRD AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (LAKE COUNTY,  
INDIANA) AND ASSIGNMENT OF RENTS AND LEASES - 2**

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THIS THIRD AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (LAKE COUNTY, INDIANA) AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of the 30<sup>th</sup> day of September, 2006, by DORA, LLC, an Illinois limited liability company (the "Mortgagor"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "Bank").

**RECITALS:**

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of December 29, 2004, and amended by that certain Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated September 30, 2005, that certain Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 31, 2006, that certain Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 24, 2006, and that certain Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (as amended, the "Loan Agreement"), executed by and among (i) the Mortgagor, Collision Revision, Inc., a Delaware corporation ("Collision Revision"), Collision Revision 13081, Inc., a Florida corporation ("CR 13081"), and RARB, LLC, an Illinois limited liability company ("RARB"; the Mortgagor, Collision Revision, CR 13081 and RARB are collectively referred to in this Mortgage as the "Borrower"), and (ii) the Bank, the Bank loaned to the Borrower pursuant to which Loan Agreement the Bank has made (i) a Revolving Loan to the Borrower evidenced by that certain Replacement Revolving Note dated as of September 30, 2005, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank (the

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**“Revolving Note”**), (ii) a Term Loan to the Borrower evidenced by that certain Term Note dated as of December 29, 2004, in the principal amount of Nineteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$19,250,000.00), executed by the Borrower and made payable to the order of the Bank (the **“Term Note”**), (iii) a Term Loan #2 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Four Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$476,439.00), executed by the Borrower and made payable to the order of the Bank (the **“Term Note #2”**), and (iv) a Term Loan #3 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), executed by the Borrower and made payable to the order of the Bank (the **“Term Note #3”**); the Revolving Note, the Term Note, Term Note #2 and Term Note #3 are collectively referred to herein as the **“Notes”**).

B. In order to secure the Notes, the Mortgagor executed in favor of the Bank (i) that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 29, 2004, and recorded with the Recorder of Deeds in Lake County, Indiana (the **“Recorder’s Office”**) on January 5, 2005, as Document No. 2005 000605 (as amended by the **“First Amendment to Mortgage”** and the **“Second Amendment to Mortgage”** [as each are defined below], the **“Mortgage”**), as amended by that certain First Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Lake County, Indiana) dated as of September 30, 2005, and recorded with the Recorder’s Office on November 10, 2005, as Document No. 2005 099555 (the **“First Amendment to Mortgage”**), and that certain Second Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Lake County, Indiana) dated as of January 31, 2006, and recorded with the Recorder’s Office on April 12, 2006, as Document No. 2006030101 (the **“Second Amendment to Mortgage”**), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the **“Property”**), and (ii) that certain Assignment of Rents and Leases dated December 29, 2004, and recorded in the Recorder’s Office on January 5, 2005, as Document No. 2005 000606 (as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, the **“Assignment of Leases”**). Any capitalized term not otherwise defined in this Amendment has the meaning set forth in the Mortgage.

C. The Borrower has requested, and the Bank has agreed, to extend the maturity date of the Revolving Loan until December 29, 2006.

D. In connection with the extension of the Maturity Date, the Borrower has executed that certain Second Replacement Revolving Note dated as of even date herewith payable to the order of the Bank.

E. A condition precedent to the Bank’s extension of the Maturity Date is the execution and delivery by the Mortgagor of this Amendment.

**AGREEMENTS:**

**NOW, THEREFORE,** in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Bank to modify the Mortgage and the Assignment of Leases, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Definition of "Note". Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Note" means the Second Replacement Revolving Note, the Term Note, the Term Note #2 and the Term Note #3.

2. Maturity Date. The maturity date of the Revolving Loan, as evidenced by the Second Replacement Revolving Note, is December 29, 2006.

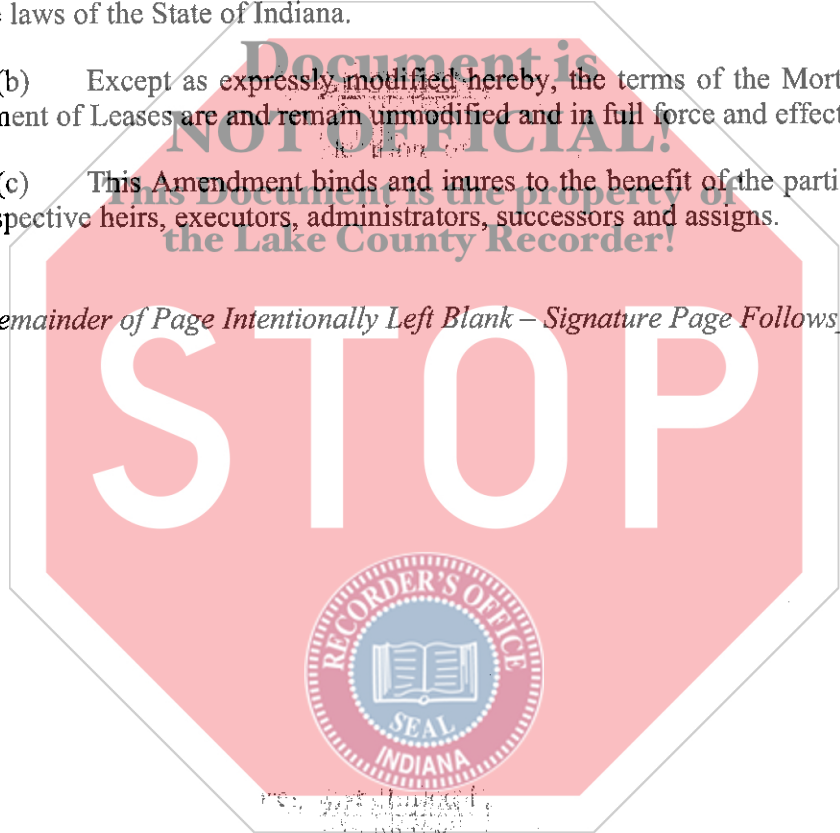
3. Miscellaneous.

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Indiana.

(b) Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Leases are and remain unmodified and in full force and effect.

(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*



IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Amendment the day and year first above written.

DORA, LLC, an Illinois limited liability company

By: [Signature]  
Roger A. D'Orazio, Jr., Sole Manager

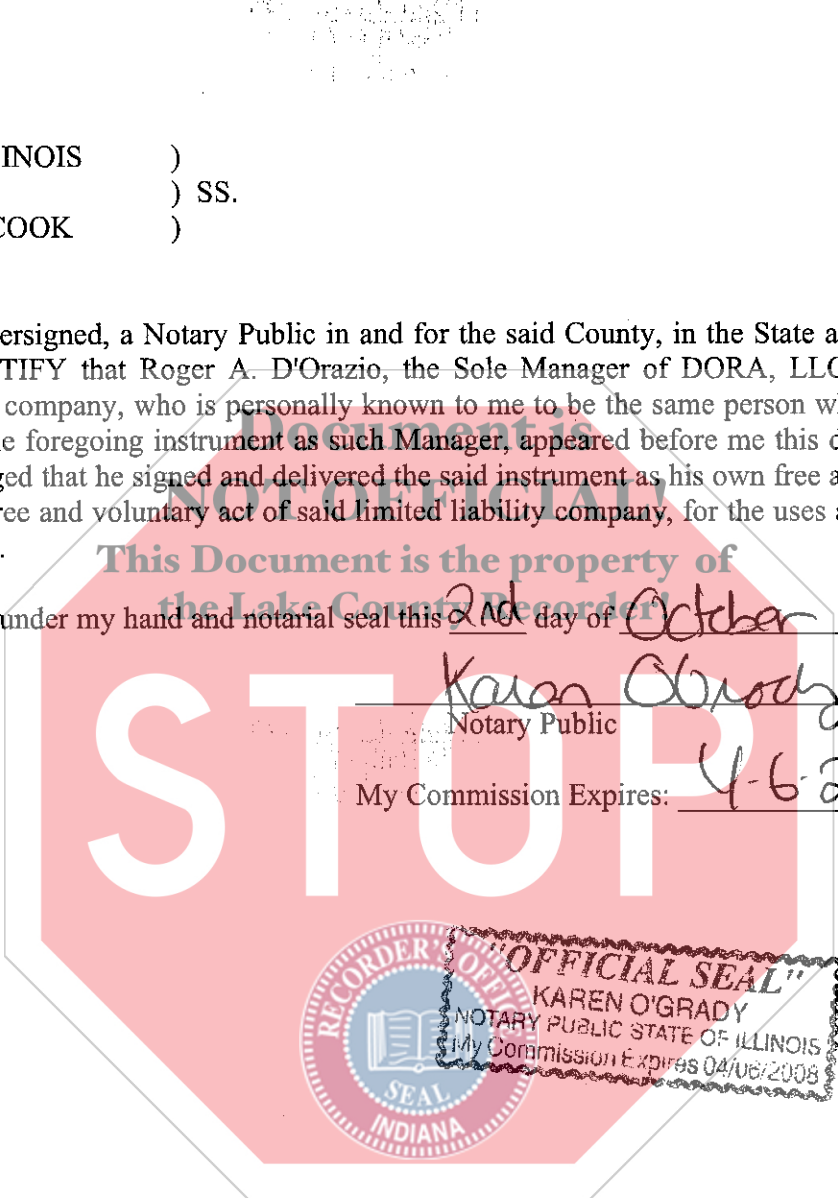
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roger A. D'Orazio, the Sole Manager of DORA, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 2nd day of October, 2006.

[Signature]  
Notary Public

My Commission Expires: 4-6-2008



[Faint signature]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

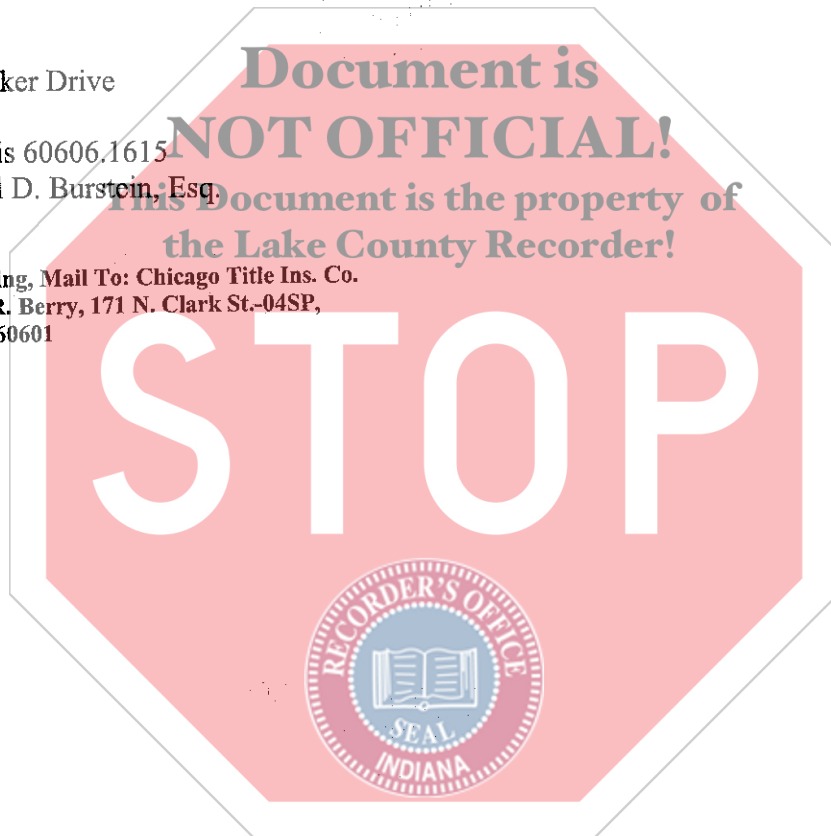
PARCEL 2, IN LOT 2 IN MIDWEST CENTRAL BUSINESS PARK UNIT 4, REPLAT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 94, PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

KEY NO. 28-517-2  
COMMON ADDRESS: 490 45<sup>TH</sup> STREET, MUNSTER, INDIANA

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

Much Shelist  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606,1615  
Attn: Michael D. Burstein, Esq.

After Recording, Mail To: Chicago Title Ins. Co.  
Attn: Leroy R. Berry, 171 N. Clark St.-04SP,  
Chicago, IL. 60601



COPY

FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT,  
AND REAFFIRMATION OF GUARANTY

This FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT AND REAFFIRMATION OF GUARANTY dated as of September 30, 2006 (this "Amendment"), is executed by and among (i) COLLISION REVISION, INC., a Delaware corporation ("Collision Revision"), COLLISION REVISION 13801 INC., a Florida Corporation ("CR 13801"), DORA, LLC, an Illinois limited liability company ("Dora"), and RARB, LLC, an Illinois limited liability company ("RARB"; Collision Revision, CR 13801, Dora and RARB are collectively referred to in this Amendment as the "Borrower"), jointly and severally, which have their chief executive offices located at 901 South Larkin Avenue, Joliet, Illinois 60436; (ii) ROGER A. D'ORAZIO (the "Guarantor"), whose address is 2335 N. Lincoln Lake Drive, Coal City, Illinois 60416 and (iii) LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Borrower and the Bank entered into that certain Loan and Security Agreement dated as of December 29, 2004, as modified and amended by that certain Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of September 30, 2005 (the "First Amendment"), that certain Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 31, 2006 (the "Second Amendment"), and that certain Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 24, 2006 (collectively, the "Loan Agreement"), pursuant to which Loan Agreement the Bank has made (i) a Revolving Loan to the Borrower evidenced by that certain Replacement Revolving Note dated as of September 30, 2005, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank (the "Revolving Note"), (ii) a Term Loan to the Borrower evidenced by that certain Term Note dated as of December 29, 2004, in the principal amount of Nineteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$19,250,000.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note"), (iii) a Term Loan #2 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Four Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$476,439.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note #2"), and (iv) a Term Loan #3 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note #3").

B. In connection with the Loan Agreement, Guarantor executed and delivered to the Bank that certain Limited Continuing Unconditional Guaranty dated as of December 29, 2004, in favor of the Bank (the "Guaranty").

C. At the present time the Borrower and the Guarantor request and the Bank is

agreeable to an extension of the Revolving Loan Maturity Date, pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Guarantor and the Bank hereby agree as follows:

#### AGREEMENTS:

7. RECITALS. The foregoing Recitals are hereby made a part of this Amendment.

8. DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Loan Agreement.

9. AMENDMENTS TO THE LOAN AGREEMENT.

(a) Revolving Loan Maturity Date. The definition of "Revolving Loan Maturity Date" in Section 1.1 of the Loan Agreement is hereby amended in its entirety to read as follows:

"Revolving Loan Maturity Date" shall mean December 29, 2006, unless extended by the Bank pursuant to any modification, extension or renewal note executed by the Borrower and accepted by the Bank in its sole and absolute discretion in substitution for the Revolving Note."

(b) Revolving Note. All references in the Loan Agreement to the Revolving Note in the Loan Agreement shall be deemed to be references to the Second Replacement Revolving Note in the form of Exhibit "A" attached hereto and made a part hereof (the "Second Replacement Revolving Note").

10. REAFFIRMATION OF GUARANTIES. The Guarantor hereby expressly (a) consents to the execution by the Borrower and the Bank of this Amendment; (b) acknowledges that the "Guaranteed Debt" (as defined in the Guaranty) includes all of the obligations and liabilities owing from the Borrower to the Bank, including, but not limited to, the obligations and liabilities of the Borrower to the Bank under and pursuant to the Loan Agreement, as amended from time to time, and as evidenced by the Notes, as modified, extended and/or replaced from time to time; (c) reaffirms, assumes and binds himself in all respects to all of the obligations, liabilities, duties, covenants, terms and conditions that are contained in the Guaranty; (d) agrees that all such obligations and liabilities under the Guaranty shall continue in full force and that the execution and delivery of this Amendment to, and its acceptance by, the Bank shall not in any manner whatsoever (i) impair or affect the liability of the Guarantor to the Lender under the Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Bank at law, in equity or by statute, against the Guarantor pursuant to the Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Bank by the Guarantor under the Guaranty; and (e) represents and warrants that each of the representations and warranties made by the Guarantor in

any of the documents executed in connection with the Loans remain true and correct as of the date hereof.

11. REPRESENTATIONS AND WARRANTIES. To induce the Bank to enter into this Amendment, the Borrower hereby certifies, represents and warrants to the Bank that:

(a) Organization.

(a) Collision Revision is a corporation duly organized, existing and in good standing under the laws of the State of Delaware, with full and adequate power to carry on and conduct its business as presently conducted and each of its Subsidiaries is validly existing and in good standing under the laws of the jurisdiction of its organization. Collision Revision and of its Subsidiaries are duly licensed or qualified in all foreign jurisdictions wherein the nature of their activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. The articles of incorporation and bylaws, Borrowing Resolutions and Incumbency Certificate of Collision Revision have not been changed or amended since the most recent date that certified copies thereof were delivered to the Bank. Collision Revision's Organizational Identification Number is 3691545. The exact legal name of Collision Revision is as set forth in the preamble of this Amendment, and Collision Revision currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. Collision Revision will not change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

(b) CR 13801 is a corporation duly organized, existing and in good standing under the laws of the State of Florida, with full and adequate power to carry on and conduct its business as presently conducted. CR 13801 is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. The articles of incorporation and bylaws, Borrowing Resolutions and Incumbency Certificate of CR 13801 have not been changed or amended since the most recent date that certified copies thereof were delivered to the Bank. CR 13801's Organizational Identification Number is P96000091736. The exact legal name of CR 13801 is as set forth in the preamble of this Amendment, and CR 13801 currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. CR 13801 will not change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

(c) Dora is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted. Dora is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require



such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. The articles of organization and operating agreement, Borrowing Resolutions and Incumbency Certificate of Dora have not been changed or amended since the most recent date that certified copies thereof were delivered to the Bank. Dora's Organizational Identification Number is 00647152. The exact legal name of Dora is as set forth in the preamble of this Amendment, and Dora currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. Dora will not change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

(d) RARB is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted. RARB is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, except for such jurisdictions where the failure to so qualify would not have a Material Adverse Effect. The articles of organization and operating agreement, Borrowing Resolutions and Incumbency Certificate of Dora have not been changed or amended since the most recent date that certified copies thereof were delivered to the Bank. RARB's Organizational Identification Number is 00833304. The exact legal name of RARB is as set forth in the preamble of this Amendment, and RARB currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. RARB will not change its name, its organizational identification number, its type of organization, its jurisdiction of organization or other legal structure.

(b) Authorization. Each of Collision Revision, CR 13081, Dora and RARB is duly authorized to execute and deliver this Amendment and is and will continue to be duly authorized to borrow monies under the Loan Agreement, as amended hereby, and to perform its obligations under the Loan Agreement, as amended hereby.

(c) No Conflicts. The execution and delivery of this Amendment and the performance by each of Collision Revision, CR 13081, Dora and RARB of its obligations under the Loan Agreement, as amended hereby, do not and will not conflict with any provision of law or of the articles of incorporation or bylaws or articles of organization or operating agreement thereof, as applicable, or of any agreement binding upon the Borrower.

(d) Validity and Binding Effect. The Loan Agreement, as amended hereby, is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(e) Compliance with Loan Agreement. The representation and warranties set forth in Section 7 of the Loan Agreement, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to the Bank and except for such changes as are specifically permitted under the Loan Agreement. In addition, except for the Defaulted Covenant, the Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as amended hereby, including, but not limited to, those set forth in Section 8, Section 9 and Section 10 thereof.

(f) No Event of Default. As of the date hereof and except as otherwise provided in the First Amendment and the Second Amendment, no Event of Default under Section 12 of the Loan Agreement, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

12. CONDITIONS PRECEDENT. This Amendment shall become effective as of the date above first written after receipt by the Bank of the following:

(a) Amendment. This Amendment executed by the Borrower, the Guarantor and the Bank.

(b) Second Replacement Revolving Note. A Second Replacement Revolving Note dated as of September 30, 2006, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank, in the form of Exhibit "A" attached hereto.

(c) Amendments to Mortgages and Assignments of Rents. Amendments to each Mortgage and Assignment of Rents and Leases, in the form of Exhibit "B" attached hereto.

(d) Resolutions. A certified copy of resolutions of (i) the Board of Directors of Collision Revision, (ii) the Board of Directors of CR 13081, (iii) the manager of Dora, and (iv) the manager of RARB, each authorizing the execution, delivery and performance of this Amendment and the related loan documents.

(e) Other Documents. Such other documents, certificates and/or opinions of counsel as the Bank may request.

13. GENERAL.

(a) Governing Law; Severability. This Amendment shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Agreement and this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement and this Amendment 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 the Loan Agreement and this Amendment.

(b) Successors and Assigns. This Amendment shall be binding upon the Borrower, the Guarantor and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower, the Guarantor and the Bank and the successors and assigns of the Bank.

(c) Continuing Force and Effect of Loan Documents and Guaranty. Except as specifically modified or amended by the terms of this Amendment, all other terms and provisions of the Loan Agreement and the other Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Borrower, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Agreement and the other Loan Documents. The Guarantor, by execution of this Amendment, hereby reaffirms, assumes and binds himself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Guaranty.

(d) References to Loan Agreement. Each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the Loan Agreement in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Loan Agreement, as amended hereby.

(e) Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this Amendment and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Bank or any affiliate or parent of the Bank. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

(f) This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty as of the date first above written.

**THE BANK:**

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]  
Name: KEVIN BOLGER  
Title: SVP

**THE BORROWER:**

COLLISION REVISION, INC., a Delaware corporation

By: [Signature]  
Roger A. D'Orazio, Jr., Sole Director

COLLISION REVISION 13081 INC., a Florida corporation

By: [Signature]  
Roger A. D'Orazio, Jr., Sole Director

DORA, LLC, an Illinois limited liability company

By: [Signature]  
Roger A. D'Orazio, Jr., Sole Manager

RARB, LLC, an Illinois limited liability company

By: [Signature]  
Roger A. D'Orazio, Jr., Sole Manager

**THE GUARANTOR:**

[Signature]  
Roger A. D'Orazio, Jr.

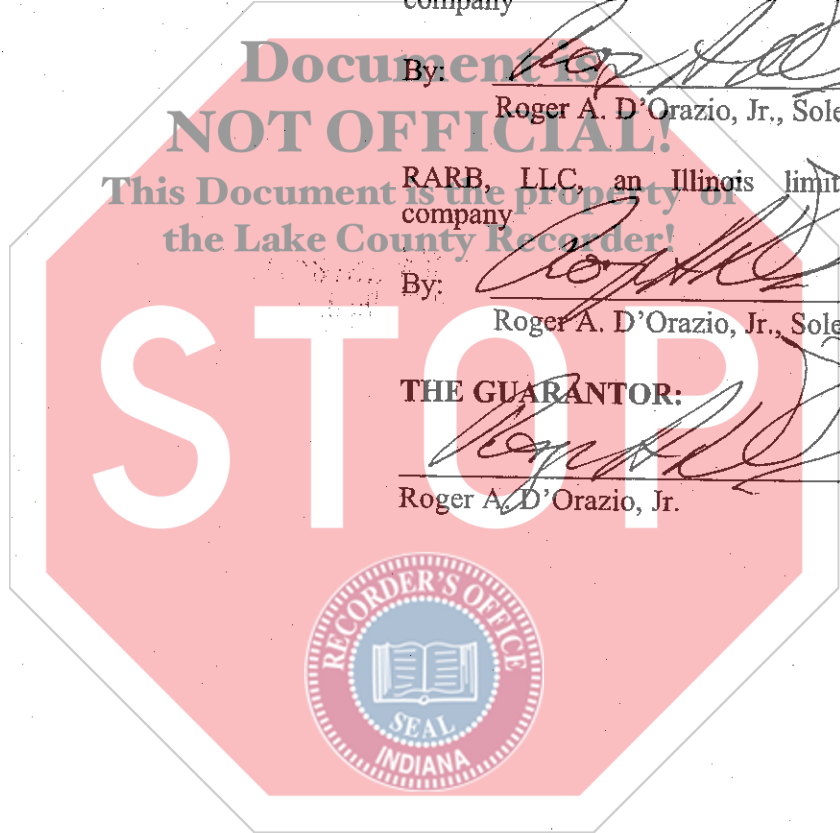


EXHIBIT A

FORM OF SECOND REPLACEMENT REVOLVING NOTE

SECOND REPLACEMENT REVOLVING NOTE

\$5,000,000.00  
Chicago, Illinois

Date: as of September 30, 2006  
Due Date: December 29, 2006

FOR VALUE RECEIVED, COLLISION REVISION, INC., a Delaware corporation ("Collision Revision"), COLLISION REVISION 13081 INC., a Florida corporation ("CR 13081"), DORA, LLC, an Illinois limited liability company ("Dora"), and RARB, LLC, an Illinois limited liability company ("RARB"; Collision Revision, CR 13081, Dora and RARB are collectively referred to in this Note as the "Borrower"), whose address is 901 South Larkin Avenue, Joliet, IL 60436, promises to pay to the order of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter, together with any holder hereof, the "Bank"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, on or before September 30, 2006 (the "Revolving Loan Maturity Date"), the lesser of (i) FIVE MILLION and 00/100 DOLLARS (\$5,000,000.00), or (ii) the aggregate principal amount of all Revolving Loans outstanding under and pursuant to that certain Loan and Security Agreement dated as of December 29, 2004, executed by and between the Borrower and the Bank, as amended from time to time (as amended, supplemented or modified from time to time, the "Loan Agreement"), and made available by the Bank to the Borrower at the maturity or maturities and in the amount or amounts stated on the records of the Bank, together with interest (computed on the actual number of days elapsed on the basis of a 360 day year) on the aggregate principal amount of all Revolving Loans outstanding from time to time as provided in the Loan Agreement. Capitalized words and phrases not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

This Second Replacement Revolving Note (this "Revolving Note") evidences the Revolving Loans, Letters of Credit and other indebtedness incurred by the Borrower under and pursuant to the Loan Agreement, to which reference is hereby made for a statement of the terms and conditions under which the Revolving Loan Maturity Date or any payment hereon may be accelerated. The holder of this Revolving Note is entitled to all of the benefits and security provided for in the Loan Agreement. All Revolving Loans shall be repaid by the Borrower on the Revolving Loan Maturity Date, unless payable sooner pursuant to the provisions of the Loan Agreement.

Principal and interest shall be paid to the Bank at its address set forth above, or at such other place as the holder of this Revolving Note shall designate in writing to the Borrower. Each Revolving Loan made, and all Letters of Credit issued by, the Bank, and all payments on account of the principal and interest thereof shall be recorded on the books and records of the Bank and the principal balance as shown on such books and records, or any copy thereof certified by an

officer of the Bank, shall be rebuttably presumptive evidence of the principal amount owing hereunder.

Except for such notices as may be required under the terms of the Loan Agreement, the Borrower waives presentment, demand, notice, protest, and all other demands, or notices, in connection with the delivery, acceptance, performance, default, or enforcement of this Revolving Note, and assents to any extension or postponement of the time of payment or any other indulgence.

The Revolving Loans and the Letters of Credit evidenced hereby have been made and/or issued and this Revolving Note has been delivered at the Bank's main office set forth above. This Revolving Note shall be governed and construed in accordance with the laws of the State of Illinois, in which state it shall be performed, and shall be binding upon the Borrower, and its legal representatives, successors, and assigns. Wherever possible, each provision of the Loan Agreement and this Revolving Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement or this Revolving Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of the Loan Agreement or this Revolving Note. The term "Borrower" as used herein shall mean all parties signing this Revolving Note, and each one of them, and all such parties, their respective successors and assigns, shall be jointly and severally obligated hereunder.

This Revolving Note constitutes a renewal and restatement of, and replacement and substitution for, that certain Revolving Note dated as of September 30, 2005, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank (the "Prior Note"). The indebtedness evidenced by the Prior Note is continuing indebtedness evidenced hereby, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Bank against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*



IN WITNESS WHEREOF, the Borrower has executed this Revolving Note as of the date set forth above.

COLLISION REVISION, INC., a Delaware corporation

By: \_\_\_\_\_  
Roger A. D'Orazio, Jr., Sole Director

COLLISION REVISION 13081 INC., a Florida corporation

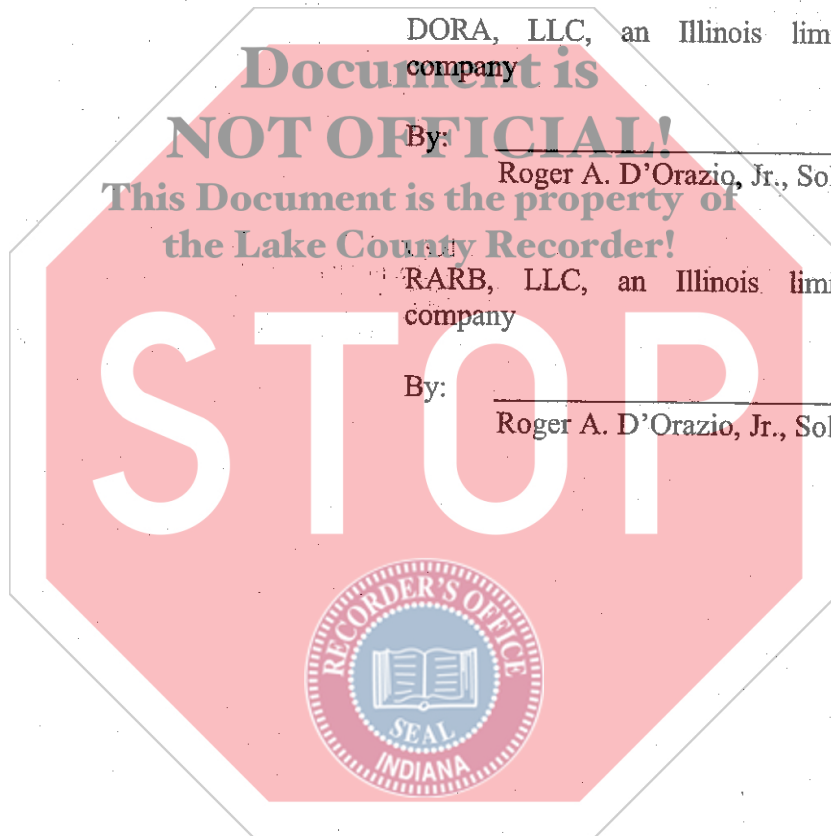
By: \_\_\_\_\_  
Roger A. D'Orazio, Jr., Sole Director

DORA, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Roger A. D'Orazio, Jr., Sole Manager

RARB, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Roger A. D'Orazio, Jr., Sole Manager



**EXHIBIT B**

**FORM OF AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES**

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Much Shelist  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615  
Attn: Michael D. Burstein, Esq.

*This space reserved for Recorder's use only*

**THIRD AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**  
( \_\_\_\_\_ COUNTY, \_\_\_\_\_ ) **AND ASSIGNMENT OF RENTS AND  
LEASES**

THIS THIRD AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING ( \_\_\_\_\_ COUNTY, \_\_\_\_\_ ) AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of the 30<sup>th</sup> day of September, 2006, by [DORA, LLC/RARB, LLC], an Illinois limited liability company (the "Mortgagor"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "Bank").

**RECITALS:**

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of December 29, 2004, and amended by that certain Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated September 30, 2005, that certain Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 31, 2006, that certain Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 24, 2006, and that certain Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (as amended, the "Loan Agreement"), executed by and among (i) the Mortgagor, [Dora, LLC, an Illinois limited liability company ("Dora"),] Collision Revision,



Inc., a Delaware corporation ("**Collision Revision**"), [and] Collision Revision 13081, Inc., a Florida corporation ("**CR 13081**"), and RARB, LLC, an Illinois limited liability company ("**RARB**"); the Mortgagor, [Dora,] Collision Revision [and/] CR 13081 [and RARB] are collectively referred to in this Mortgage as the "**Borrower**", and (ii) the Bank, the Bank loaned to the Borrower pursuant to which Loan Agreement the Bank has made (i) a Revolving Loan to the Borrower evidenced by that certain Replacement Revolving Note dated as of September 30, 2005, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank (the "**Revolving Note**"), (ii) a Term Loan to the Borrower evidenced by that certain Term Note dated as of December 29, 2004, in the principal amount of Nineteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$19,250,000.00), executed by the Borrower and made payable to the order of the Bank (the "**Term Note**"), (iii) a Term Loan #2 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Four Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$476,439.00), executed by the Borrower and made payable to the order of the Bank (the "**Term Note #2**"), and (iv) a Term Loan #3 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), executed by the Borrower and made payable to the order of the Bank (the "**Term Note #3**"; the Revolving Note, the Term Note, Term Note #2 and Term Note #3 are collectively referred to herein as the "**Notes**").

B. In order to secure the Notes, the Mortgagor executed in favor of the Bank (i) that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 29, 2004, and recorded with the Recorder of Deeds in \_\_\_\_\_ County, \_\_\_\_\_ (the "**Recorder's Office**") on \_\_\_\_\_, as Document No. \_\_\_\_\_ (as amended by the "First Amendment to Mortgage" and the "Second Amendment to Mortgage" [as each are defined below], the "**Mortgage**"), as amended by that certain First Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (\_\_\_\_\_ County, \_\_\_\_\_) dated as of September 30, 2005, and recorded with the Recorder's Office on \_\_\_\_\_, as Document No. \_\_\_\_\_ (the "**First Amendment to Mortgage**"), and that certain Second Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (\_\_\_\_\_ County, \_\_\_\_\_) dated as of January 31, 2006, and recorded with the Recorder's Office on \_\_\_\_\_, as Document No. \_\_\_\_\_ (the "**Second Amendment to Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "**Property**"), and (ii) that certain Assignment of Rents and Leases dated December 29, 2004, and recorded in the Recorder's Office on \_\_\_\_\_, as Document No. \_\_\_\_\_ (as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, the "**Assignment of Leases**"). Any capitalized term not otherwise defined in this Amendment has the meaning set forth in the Mortgage.

C. The Borrower has requested, and the Bank has agreed, to extend the maturity date of the Revolving Loan until December 29, 2006.

D. In connection with the extension of the Maturity Date, the Borrower has executed that certain Second Replacement Revolving Note dated as of even date herewith payable to the order of the Bank.

E. A condition precedent to the Bank's extension of the Maturity Date is the execution and delivery by the Mortgagor of this Amendment.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Bank to modify the Mortgage and the Assignment of Leases, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Definition of "Note". Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Note" means the Second Replacement Revolving Note, the Term Note, the Term Note #2 and the Term Note #3.

2. Maturity Date. The maturity date of the Revolving Loan, as evidenced by the Second Replacement Revolving Note, is December 29, 2006.

3. Miscellaneous.

(a) This Amendment is governed by and should be construed in accordance with the laws of the State of Indiana.

(b) Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Leases are and remain unmodified and in full force and effect.

(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*



IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Amendment the day and year first above written.

[DORA, LLC/RARB, LLC], an Illinois limited liability company

By: \_\_\_\_\_  
Roger A. D'Orazio, Jr., Sole Manager

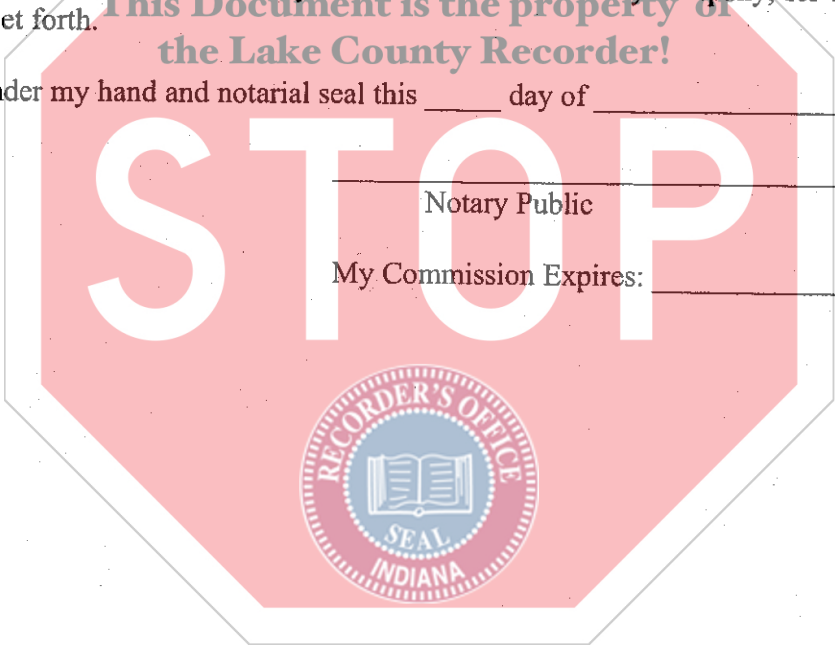
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roger A. D'Orazio, the Sole Manager of [DORA, LLC/RARB, LLC], an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

