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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 027875

2007 APR -5 AM 9:43

MICHAEL J. TOWN  
RECORDER

CSE LOWELL LLC, as Borrower  
(Borrower)

to

COLUMN FINANCIAL, INC., as Lender  
(Lender)

**FIRST MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS  
AND OTHER LOAN DOCUMENTS**



Dated: As of March 29, 2007

Location: 255 Burham Street  
Lowell, Indiana 46356

County: Lake

PREPARED BY:

Anthony D. Greene, Esq.  
Troutman Sanders LLP  
The Chrysler Building  
405 Lexington Avenue  
New York, New York 10174

UPON RECORDATION RETURN TO:

Anthony D. Greene, Esq.  
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The Chrysler Building  
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*D. D. M.*

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6202*

**FIRST MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS  
AND OTHER LOAN DOCUMENTS**

(Original Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement recorded in Document No. 2007-002864, Lake County, Official Records; Original Assignment of Leases and Rents recorded in Document No. 2007-002865, aforesaid records)

**THIS FIRST MODIFICATION OF ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS** (this "First Modification") is made and entered into as of March 29, 2007 by **CSE LOWELL LLC**, a Delaware limited liability company ("Borrower"), and **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Lender").

**W I T N E S S E T H:**

**WHEREAS**, Borrower and Lender entered into that certain Loan Agreement dated December 1, 2006 (the "Original Loan Agreement") in connection with a loan (the "Loan") made by Lender to Borrower in the original principal amount of \$287,182,422.00;

**WHEREAS**, the Loan was evidenced by that certain Promissory Note dated December 1, 2006 (the "Original Note");

**WHEREAS**, the Original Note is secured by that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated December 1, 2006, executed by Borrower as grantor for the benefit of Lender as grantee, and recorded on January 10, 2007 in the Official Records of Lake County, at Document No. 2007-002864 (the "Mortgage");

**WHEREAS**, the Original Note is further secured by that certain Assignment of Leases and Rents dated December 1, 2006, executed by Borrower as assignor for the benefit of Lender as assignee, and recorded on January 10, 2007 in the Official Records of Lake County, at Document No. 2007-002865 (the "ALR");

**WHEREAS**, the Original Loan Agreement has been amended and restated in its entirety by that certain Amended and Restated Loan Agreement of even date herewith (the "Modified Loan Agreement") (the Original Loan Agreement as amended and restated by the Modified Loan Agreement is referred to as the "Loan Agreement"); and

**WHEREAS**, the Original Note has been amended and restated in its entirety by that certain Amended and Restated Promissory Note of even date herewith (the "Modified Note") (the Original Note as amended and restated by the Modified Note is referred to as the "Note");

**NOW THEREFORE**, in consideration of the premises, the mutual covenants contained herein, and the sum of Ten and No/100 Dollars (\$10.00), paid in hand by each party to the other,

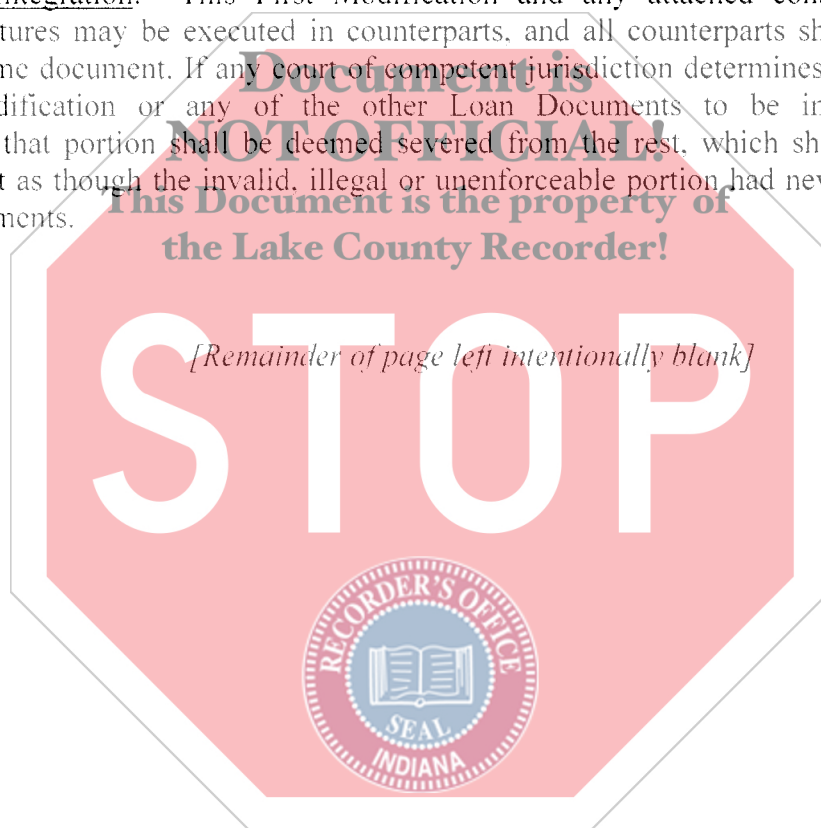
the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Modification of Maturity Date. All references to the Maturity Date of the Loan in the Loan Documents are modified and amended from January 11, 2017 to be April 9, 2009 (the "Amended Maturity Date"). All sums owing on the Loan, including all outstanding principal, accrued and unpaid interest, outstanding late charges, unpaid fees, and all other amounts outstanding under the Note and the other Loan Documents, shall be due and payable no later than the Amended Maturity Date.

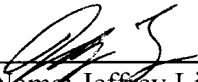
3. Reaffirmation: No Impairment. Borrower hereby reaffirms all of its obligations under the Loan Documents. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this First Modification and all such documents shall remain in full force and effect. Nothing in this First Modification shall impair the lien and security instrument of the Mortgage.

4. Integration. This First Modification and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this First Modification or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents.



**IN WITNESS WHEREOF**, Borrower and Lender have executed this First Modification as of the day and year first above written.

**CSE LOWELL LLC,**  
a Delaware limited liability company

By:   
Name: Jeffrey Lipson  
Title: Treasurer

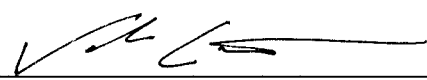


**"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."**

Susan Proper

STATE OF MARYLAND )  
 ) SS:  
COUNTY OF MONTGOMERY )

On the 28 day of March, in the year 2007, before me, the undersigned, personally appeared JEFFREY LIPSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

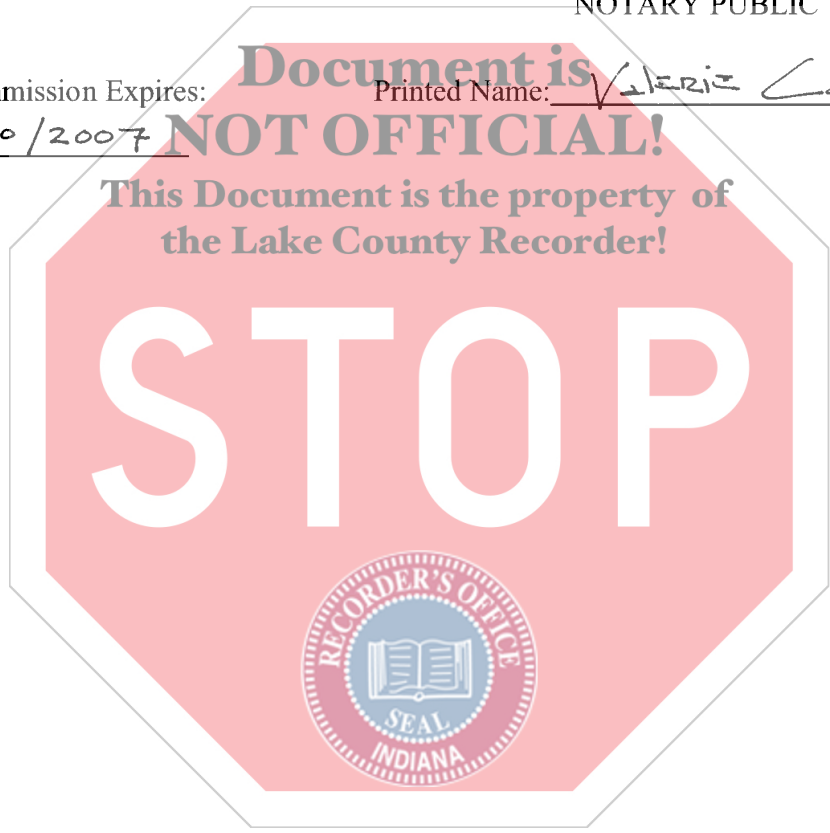
My Commission Expires:

11/10/2007

Printed Name:

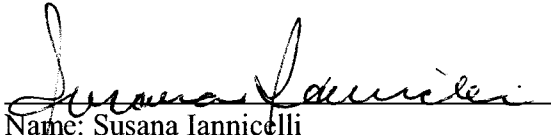
Valerie Castro

[Seal]



BANK:

**COLUMN FINANCIAL, INC.**, a Delaware corporation

By:   
Name: Susana Iannicelli  
Title: Vice President



STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On the 29<sup>th</sup> day of March, in the year 2007, before me, the undersigned, personally appeared SUSANA IANNICELLI, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

*Ryan Supple*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Printed Name: *Ryan Supple*

[Seal]

5/8/2010

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

RYAN SUPPLE  
Notary Public, State of New York  
No. 01SU6145622  
Qualified in New York County  
Commission Expires May 8, 2010

**STOP**

