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STATE OF INDIANA
LAKE COUNTY
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INDIANA

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MICHAEL A. DROWN
RECORDER

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**SECOND AMENDMENT TO AGREEMENT FOR PARTICIPATING
LOAN AND MODIFICATION OF LOAN DOCUMENTS**

Document is

Grant 80-94, LLC, an Indiana limited liability company, Grant 80-94, Inc., an Indiana corporation, and Gary/East Chicago/Hammond Empowerment Zone

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the Lake County Recorder!**

and

**WORKERS RETAIL TRUST, L.P.,
a Delaware limited partnership**

STOP

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

Kenneth W. Funk
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606



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**SECOND AMENDMENT TO AGREEMENT FOR PARTICIPATING
LOAN AND MODIFICATION OF LOAN DOCUMENTS**

THIS SECOND AMENDMENT TO AGREEMENT FOR PARTICIPATING LOAN AND MODIFICATION OF LOAN DOCUMENTS (this "Second Modification") is entered into this 21st day of March, 2007, by and between Grant 80-94, LLC, an Indiana limited liability company (the "Borrower"), Grant 80-94, Inc., an Indiana corporation ("Landlord"), the Gary/East Chicago/Hammond Empowerment Zone (the "Zone") and Workers Retail Trust, L.P., a Delaware limited partnership (the "Lender").

RECITALS:

A. Lender has heretofore made a loan (the "WRT Loan") to Borrower in the original principal amount of Four Million Nine Hundred Thirty Thousand and 00/100 Dollars (\$4,930,000.00) pursuant to that certain Agreement for Participating Loan, dated July 22, 2004, (the "Agreement"). The WRT Loan is evidenced by a Promissory Note, dated July 22, 2004, in the principal amount of the WRT Loan made payable by Borrower to the order of Lender ("Note"). The proceeds of the WRT Loan were used, in part, for purposes of Borrower's purchase of so called "Series B Bonds" issued in connection with the development of the project commonly known as County Market in Gary, Indiana (the "Project").

B. The Note is secured by, among other things, (i) that certain Junior Leasehold Mortgage and Security Agreement, dated July 22, 2004 from Borrower to Lender recorded with the Recorder of Deeds in Lake County, Indiana (the "Recorder's Office") on August 2, 2004, as Document No. 2004 064985, and re-recorded March 11, 2005 as Document No. 2005 017952 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits, dated July 22, 2004, from Borrower to Lender (the "Assignment of Plans"); (iii) that certain Environmental Indemnity Agreement, dated July 22, 2004 from Borrower and Landlord to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Agreement, the Note, the Mortgage, the Assignment of Plans, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "WRT Loan Documents").

C. In addition, the WRT Loan and WRT Loan Documents are subject to certain intercreditor and subordination agreements, including but not limited (i) that certain Intercreditor and Subordination Agreement by and among Senior Lienholder (as hereinafter defined), dated July 22, 2004, as amended pursuant to the terms of that certain First Amendment to Intercreditor and Subordination Agreement, dated December 1, 2006 (the "Intercreditor Agreement"); (ii) that certain Subordination Agreement by and among the Lender, Borrower and the Landlord, dated July 22, 2004 (the "Landlord Subordination Agreement"); and (iii) that certain Subordination Agreement by and among Lender and the Zone, dated July 22, 2004, and recorded on August 2, 2004 as document 2004064991 (the "Zone Subordination Agreement").

D. Borrower has also previously entered into certain loan documents ("Senior Loan Documents"), including that certain Reimbursement Agreement with JP Morgan Chase Bank N.A., as successor to Bank One, N.A., (the "Senior Lienholder"), dated July ____, 2004, with respect to the issuance of a Letter of Credit in the amount of Six Million Four Hundred Eighty-Eight Thousand One Hundred One Hundred Thirty-Seven and 00/100 Dollars (\$6,488,137.00) as collateral for so called "Series A Bonds," issued in connection with the development of the Project (the "Senior Debt");

E. On or about April 18, 2006, the Senior Lienholder declared Borrower to be in default of its obligations under the Senior Loan Documents ("Disclosed Defaults"), subsequent to which the Borrower and the Senior Lienholder entered into that certain Forbearance Agreement, dated April 18, 2006, pursuant to which Senior Lienholder agreed to forbear from its right to pursue certain remedies through October 2006;

F. On or about December ____, 2006, Senior Lienholder and Borrower agreed to further extend the forbearance period through December 31, 2007, subject to certain terms and conditions, including the deposit of Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), into a "Second Forbearance Account", as set forth in that certain Second Forbearance Agreement, dated December ____, 2006, attached hereto as Exhibit "A" (the "Second Forbearance Agreement");

G. Borrower's acknowledged default of its obligations under the Senior Loan Documents, is an Event of Default under Paragraph 10.1(q) of the Agreement, and such Event of Default entitles Lender to pursue certain remedies against Borrower and the collateral;

H. Notwithstanding the foregoing, Lender agreed to forbear from the pursuit of its available remedies, and to advance additional sums to Borrower as required under the Second Forbearance Agreement, provided that Borrower complied with the terms and conditions set forth in that certain First Modification to Agreement for Participating Loan and Modification of Loan Documents, dated December ____, 2006, entered into by and between Borrower, Landlord and Lender (First Modification);

I. Subsequent to December 2006, Borrower and Landlord have incurred certain additional obligations which, if not timely satisfied, could result in the default by Borrower and Landlord of their obligations to Senior Lender under the Second Forbearance Agreement; and

J. Borrower and Landlord have requested that Lender advance said sums to them in accordance with the terms set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification as representations and warranties of Borrower), (ii) the agreements by Lender to modify the WRT Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modifications to the Agreement.

(a) Paragraph 1.1 of the Agreement, defining "Equity Requirement," shall be amended to increase the amount required by Thirty Seven Thousand Two Hundred Twenty Two and 73/100 Dollars (\$37,222.73).

(b) Paragraph 1.1 of the Agreement, defining the "Loan Amount," shall be amended to increase the amount of the Loan by Two Hundred Ten Thousand Nine Hundred Twenty Eight and 79/100 Dollars (\$210,928.79), to a total principal Loan Amount of Five Million Eight Hundred Eighty Eight Thousand Nine Hundred Twenty Eight and 79/100 Dollars (\$5,888,928.79).

(c) Paragraph 3.2 of the Agreement shall be amended by adding the following:

"The additional Equity Requirement and Loan Amount advanced to Borrower by WRT pursuant to that certain Second Modification of Loan Documents, dated as of March 21, 2007 (the "Second Modification"), shall be paid via wire transfer, to the Bank of New York.

(d) Paragraph 3.3 of the Agreement shall be amended by adding the following:

"Interest on all sums advanced by WRT, including the sums advanced pursuant to the First Modification and the Second Modification, shall continue to accrue at the Interest Rate; provided, however, in the Event of a Default by Borrower under the Loan Agreement, the First Modification, the Second Forbearance Agreement or the Second Modification, interest shall be deemed to have accrued, from April 18, 2006 at the Default Rate."

(e) Paragraph 3.7 and Schedule 3.7, of the Agreement, shall be amended by adding the following:

"Notwithstanding anything contained in Paragraph 3.7 or Schedule 3.7 to the contrary, the first One Million One Hundred Twenty Eight Thousand One Hundred Fifty One and 52/100 Dollars (\$1,128,151.52) in cash flow from operations or from a Capital Event, shall be distributed as follows:

- a) Eighty-Five percent (85%) to WRT; and
- b) Fifteen percent (15%) to Borrower.”

(f) Paragraph 3.8 of the Agreement shall be amended by adding the following:

“Borrower shall pay WRT all costs and expenses incurred by WRT, in connection with the Second Modification.

(g) Paragraph 5.1 of the Agreement shall be amended by adding the following:

“The obligations of WRT pursuant to the Second Modification are contingent upon (a) the payment by Borrower of Thirty Seven Thousand Two Hundred Twenty Two and 73/100 Dollars (\$37,222.73) to the Bank of New York; (b) the continued accuracy of those representations and warranties set forth in Paragraph 2.1 of this Agreement, except that subparagraph (r) shall be amended by deleting, “Except for the Grocery Store Lease which shall be provided to Lender prior to closing,” and (d) receipt of an opinion of Borrower’s counsel as described in paragraph 5.1(q) of this Agreement.”

(u) The breach by Borrower of any term, condition, covenant or other obligation under the Second Modification to Agreement for Participating Loan.

(h) Article 11 of the Agreement shall be amended by adding the following:

“Borrower has acknowledged that it is in default of certain obligations under the Senior Loan Documents (the “Disclosed Defaults”), that said Disclosed Defaults are an Event of Default by Borrower under Article 10 of the WRT Loan, and as a result of the Disclosed Defaults, WRT is entitled to pursue certain remedies as described in Article 11 of the Agreement. Borrower has requested, however, that WRT forbear from exercising its rights and remedies under the Agreement, and amend this Agreement as provided in the Second Modification. WRT agrees to forbear from exercising its rights and remedies under this Agreement on account of the Disclosed Defaults, giving rise to an Event of Default (which defaults are not waived but are expressly preserved), until the occurrence of an Event of Default (other than the Disclosed Defaults) under the WRT Loan Documents, as amended.”

2. Further Increases to the WRT Loan. Upon the written request of Borrower, Lender may, in its sole and absolute discretion (without any obligation to do so whatsoever) agree to further increase the principal amount of the WRT Loan; provided, however, in such event (a) no Event of Default other than the Disclosed Defaults shall at such time exist, (b) Borrower’s Equity Requirement shall be increased to the amount required to maintain a debt to equity ratio of 85:15, and (c) any such additional proceeds advanced from WRT to Borrower

shall be subject to the terms and conditions of the Agreement as amended pursuant to this Modification.

3. **No Novation.** The provisions set forth herein constitute modifications only and not a novation of any WRT Loan. Except as specifically set forth in this Modification, the WRT Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. To the extent that any provision of this Modification conflicts with any terms and conditions set forth in the WRT Loan Documents, the provisions of this Modification shall supersede and control. Borrower shall continue to comply with all undertakings, obligations and representations set forth in the WRT Loan Documents to the extent not modified in this Modification. Except as expressly provided herein, the execution and delivery of this Modification shall not: (i) constitute an extension, modification, or waiver of any aspect of the Loan Documents, or any right or remedy thereunder; (ii) extend the terms of the WRT Loan Documents or the due date of the WRT Loan; (iii) establish a course of dealing between Lender and Borrower or give rise to any obligation on the part of Lender to extend, modify or waive any term or condition of the Loan Documents; or (iv) give rise to any defenses or counterclaims to Lender's right to compel payment of the Loan or to otherwise enforce its rights and remedies under the Loan Documents.

4. **Other Events of Default.** Upon the occurrence of any other Event of Default (other than the Disclosed Defaults) as defined in the Agreement, Lender may, at its option, terminate its obligations under this Agreement and the indebtedness due under the WRT Loan shall be immediately due and payable, all without demand, presentment, or other notice of any kind, all of which are hereby expressly waived by Borrower; and thereafter Lender shall be entitled to immediately exercise all rights and remedies available to Lender in the Agreement and in the other WRT Loan Documents, under the Uniform Commercial Code, and any other state or federal law. Notwithstanding the foregoing, however, the representations, acknowledgments and agreements made by Borrower herein shall survive Lender's election to terminate its obligations hereunder in the Event of a Default by Borrower hereunder.

5. **Conditions Precedent.** The agreement of Lender to amend the WRT Loan Documents as set forth herein is subject to the following conditions precedent:

(a) Lender shall have received this Modification duly executed by an authorized person for each entity, and each individual, that is a party hereto.

(b) Lender shall have received resolutions of Borrower approving the execution of this Modification in form and content acceptable to Lender.

(c) Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

(d) Borrower shall, at its sole cost and expense, cause Ticor Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 920038451 (the "Title Policy"), as of the date this Modification is recorded, reflecting the recording of

this Modification and insuring the priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

(e) Lender shall have received such other documents as may be reasonably requested by Lender or its counsel.

6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof (except as otherwise may be provided in this Modification).

(b) Except for the Disclosed Defaults, there are currently no other Events of Default (as defined in the Agreement) under the Note, the Mortgage or the other WRT Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The WRT Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the WRT Loan or the WRT Loan Documents as modified herein.

(e) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

7. **Reaffirmation of Landlord Subordination Agreement.** Landlord ratifies and affirms the Landlord Subordination Agreement and agrees that the Landlord Subordination Agreement is in full force and effect following the execution and delivery of this Modification. The representations and warranties of Landlord in the Landlord Subordination Agreement are, as of the date hereof, true and correct and Landlord does not know of any default thereunder. The Landlord Subordination Agreement continues to be the valid and binding obligation of the Landlord, enforceable in accordance with its terms and Landlord has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Landlord Subordination Agreement. Further, Landlord consents and agrees that, in consideration of the benefits to be derived by Landlord as the result of this Modification, the encumbrance

represented hereby shall also be an encumbrance upon the real estate described on Exhibit B and that this Modification may be recorded by Lender against title to such real estate.

8. **Reaffirmation of Zone Subordination Agreement.** The Zone ratifies and affirms the Zone Subordination Agreement and agrees that the Zone Subordination Agreement is in full force and effect following the execution and delivery of this Modification. The representations and warranties of the Zone in the Landlord Subordination Agreement are, as of the date hereof, true and correct and the Zone does not know of any default thereunder. The Zone Subordination Agreement continues to be the valid and binding obligation of the Zone, enforceable in accordance with its terms and Landlord has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Zone Subordination Agreement.

9. **Miscellaneous.**

(a) Except as expressly provided herein, the WRT Loan Documents shall remain in full force and effect. This Modification shall not release, discharge or satisfy any present or future debts, obligations or liabilities to Lender of Borrower or any other debtor, guarantor or other person or entity liable for payment or performance of any such debts, obligations or liabilities of Borrower or any mortgage, security interest, lien or other collateral or security for any of such debts, obligations or liabilities of Borrower or such debtors, guarantors, or other persons or entities, or waive any default. Lender expressly reserves all of its rights and remedies with respect to Borrower, and all debtors, guarantors or other persons or entities, and all mortgages, security interests, liens and other collateral and security. Without limiting the generality of the foregoing, the WRT Loan Documents and all extensions, renewals, modifications and refinancings thereof, and all present and future debts, obligations and liabilities of Borrower to Lender, shall continue to be valid, enforceable and secured.

(b) This Modification has been negotiated, executed and delivered in and shall be deemed to have been made in the State of Illinois and the validity of this Modification, its construction, interpretation and enforcement and the rights of the parties hereunder and concerning the collateral shall be determined under, governed by and construed in accordance with the internal laws (and not the laws of conflict) of the State of Illinois.

(c) Each provision of this Modification shall be severable from every other provision of this Modification for the purpose of determining the legal enforceability of any specific provision. This Modification may be executed in counterparts, which shall, when delivered, whether by facsimile transmission or otherwise, constitute one document.

(d) This Modification and the other documents referred to herein contain the entire agreement between the signatories hereto with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, undertaking, promise or condition concerning the subject matter hereof shall be binding upon Lender unless clearly expressed in this Modification or in the other documents

referred to herein. All discussions and correspondence about the terms of possible extension, modification and/or restructuring of the WRT Loan Documents will be deemed to be in the nature of settlement and compromise negotiations and will not be admissible in any legal or administrative proceedings, deemed actionable under any theory of law, or utilized for any purpose without the consent of all parties. No agreement which is reached shall give rise to any claim or cause of action except for breach of the express provisions of a legally binding written agreement.

(Signature Page Follows)



IN WITNESS WHEREOF, Lender and Borrower have executed this Modification as of the date set forth above.

Borrower:

Lender:

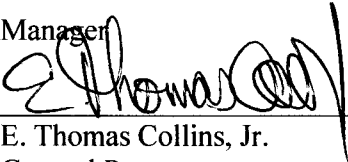
Grant-80-94, LLC, an Indiana limited Liability company

Workers Retail Trust, L.P., a Delaware limited partnership

By: Collins Family Limited Partnership


By: Commonwealth Realty Investment Company, LLC, a Delaware limited liability company, its General Partner

Its: Manager

By: 
E. Thomas Collins, Jr.

Its: General Partner

By: Commonwealth Realty Advisors, Inc., and Illinois Corporation, its Manager

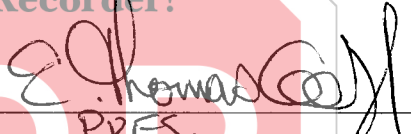
By: 
Mark Kirincich
Its: President

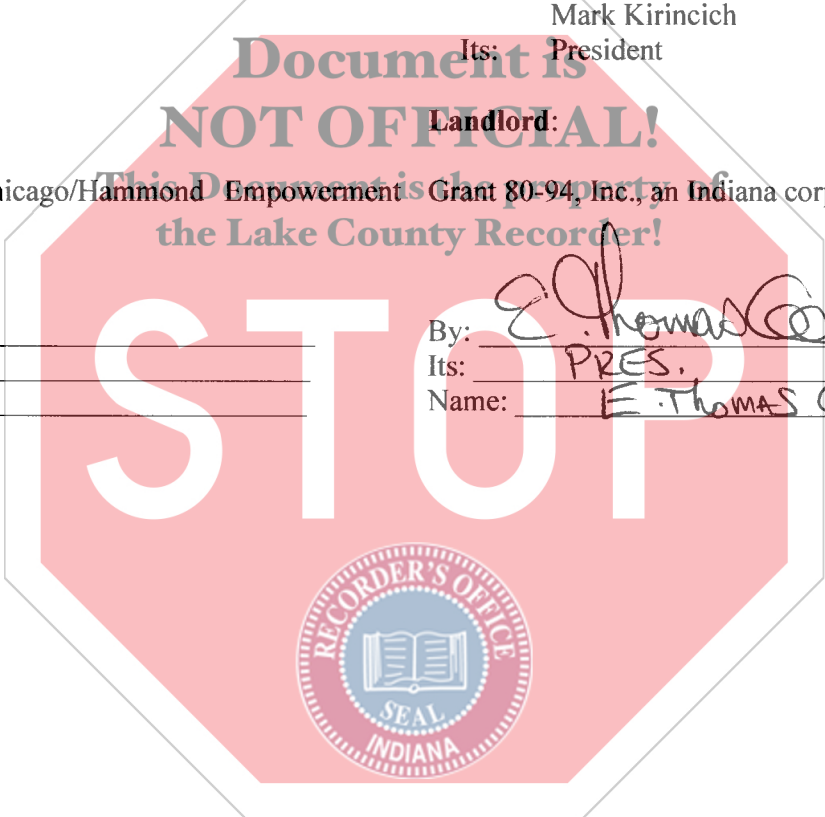
The Zone:

Landlord:

Gary/East Chicago/Hammond Empowerment Grant 80-94, Inc., an Indiana corporation
Zone

By: _____
Its: _____
Name: _____

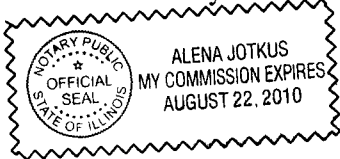
By: 
Its: PRES.
Name: E. THOMAS COLLINS JR



STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Alena Jotkus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Kirincich, President of Commonwealth Realty Advisors, Inc., and Illinois Corporation, Manager of Commonwealth Realty Investment Company, LLC, a Delaware limited liability company, general partner of **Workers Retail Trust, L.P.**, a Delaware limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 21 day of May, 2007.



Alena Jotkus
Notary Public

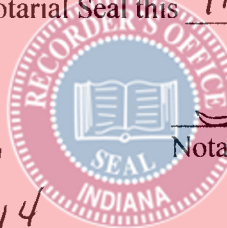
My Commission Expires: 08/22/2010

STATE OF INDIANA)
) .ss
COUNTY OF Lake)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

I Sofia Abeyta, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. Thomas Collins, Jr., General Partner of Collins Family, L.P., an Indiana limited partnership, manager of Grant 80-94, LLC, an Indiana limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 9th day of May, 2007.



Sofia Abeyta
Notary Public

My Commission Expires: 11/27/14

No: 920067477

LEGAL DESCRIPTION

Lots 1A, 1B, 2, 3, except the East 78.10 feet thereof, all of Lots 5, 8, 9, and 10 in County Market Plaza, an Addition to the City of Gary, as per plat thereof, recorded in Plat Book 95 page 83, in the Office of the Recorder of Lake County, Indiana.

