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STATE OF INDIANA
LAKE COUNTY
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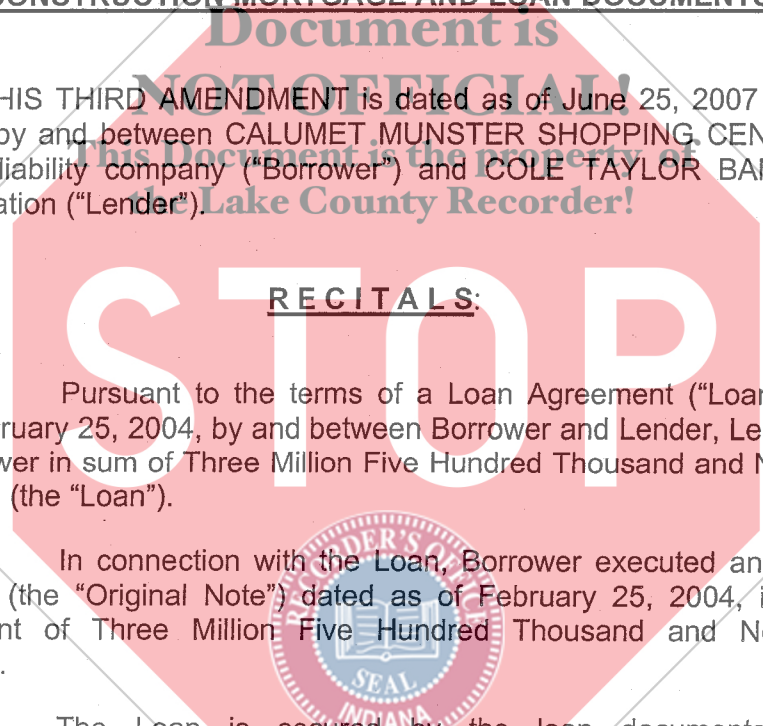
2007 JUL 23 AM 9:45

THOMAS P. DUFFY, ESQ.
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, Illinois 60606

MICHAEL A. BROWN
RECORDER

6200 40147 cm

**THIRD AMENDMENT TO LOAN AGREEMENT,
CONSTRUCTION MORTGAGE AND LOAN DOCUMENTS**



THIS THIRD AMENDMENT is dated as of June 25, 2007 (the "Effective Date"), and is by and between CALUMET MUNSTER SHOPPING CENTER, LLC, an Illinois limited liability company ("Borrower") and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Pursuant to the terms of a Loan Agreement ("Loan Agreement") dated as of February 25, 2004, by and between Borrower and Lender, Lender extended a loan to Borrower in sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Loan").

B. In connection with the Loan, Borrower executed and delivered to Lender a Note (the "Original Note") dated as of February 25, 2004, in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00).

C. The Loan is secured by the loan documents (the "Loan Documents") listed on attached Exhibits A-1 and A-2, which are a lien upon and encumber the property described on attached Exhibit B. All capitalized terms used in this Third Amendment shall have the same meaning as such terms are used in the Loan Documents.

Chicago Title Insurance Company

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CA

D. Pursuant to various amendments to the Loan Documents which are listed on attached Exhibit A-2, the amount of the Loan was increased so that the Loan is currently evidenced by an Amended and Restated Note (the "August 2005 Note") dated as of August 17, 2005, in the original principal amount of Five Million And No/100 Dollars (\$5,000,000.00), which has a Maturity Date of April 30, 2014, which superseded and replaced the that certain Amended and Restated Note (the "April 2005 Note") dated as of April 1, 2005 in the original principal amount \$4,500,000.00, which April 2005 Note superseded and replaced the Original Note.

E. As of the Effective Date, the outstanding principal balance of the Loan as evidenced by the August 2005 Note is \$4,835,544.66 and the Loan has been fully disbursed.

F. Borrower and Lender desire to amend the Loan Documents to provide for:

(i) an increase in the amount of the Loan by Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) (the "Additional Loan Availability"), so that the Loan shall be increased from Four Million Eight Hundred Thirty-Five Thousand Five Hundred Forty-Four and 66/100 Dollars (\$4,835,544.66) to of Five Million Two Hundred Ten Thousand Five Hundred Forty-Four And 66/100 Dollars (\$5,210,544.66), which Additional Loan Availability shall be available in accordance with the terms and provisions of the Loan Agreement, as hereby amended; and

(ii) extending the Maturity Date of the Loan to June 30, 2014.

G. Borrower and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. All capitalized terms used herein shall have the same meaning as such terms are used in the Loan Documents.
2. The Recitals are hereby incorporated into and shall become part of this Third Amendment.
3. Concurrent with the execution and delivery of this Third Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Note (the "June 2007 Note") dated as of the date hereof in the original principal amount of Five Million Two Hundred Ten Thousand Five Hundred Forty-Four And 66/100 Dollars (\$5,210,544.66) payable to the order of Lender, in the form attached hereto as Exhibit C, the terms of which are hereby incorporated by reference herein. The June 2007 Note shall evidence the Loan, as hereby modified, including without limitation, the Additional Loan Availability, and the indebtedness, liabilities and obligations of Borrower

in favor of Lender under the August 2005 Note, which indebtedness, liabilities and obligations Borrower hereby confirms, reaffirms and restates. The June 2007 Note shall supersede, renew and replace the August 2005 Note and shall be secured by and entitled to all of the benefits of the Loan Documents.

4. All references in the Loan Documents to the August 2005 Note are hereby deleted and in such references the June 2007 Note is hereby inserted in lieu thereof, which June 2007 Note now evidences the Loan and is and shall be secured by the Loan Documents.

5. Each reference in the Loan Documents to a Loan in the amount of Five Million and No/100 Dollars (\$5,000,000.00) is hereby deleted and in its place is inserted reference to a Loan in the amount of Five Million Two Hundred Ten Thousand Five Hundred Forty-Four And 66/100 Dollars (\$5,210,544.66).

6. Notwithstanding anything to the contrary contained in any of the Loan Documents, the Maturity Date of the Loan is hereby extended from March 15, 2014 to June 30, 2014. All references in the Loan Documents to the Maturity Date of the Loan of "March 15, 2014" are hereby deleted in their entirety and the Maturity Date of the Loan of "June 30, 2014" shall be inserted in the Loan Documents in lieu thereof.

7. Borrower shall concurrently herewith deliver to Lender, in form and substance satisfactory to Lender, the items which are referred to on the Document Checklist attached hereto as Exhibit D as a condition to the modification of the Loan as provided above.

8. Borrower shall pay all of Lender's costs and expenses in connection with this Third Amendment, including without limitation, all of Lender's attorneys' fees, costs and expenses.

9. Borrower hereby acknowledges that the Loan Documents are in full force and effect in accordance with their terms as hereby reaffirmed and modified. Borrower hereby acknowledges that Borrower's obligations, covenants and agreements under the Loan Documents are not diminished, discharged or adversely affected by this Third Amendment or any action or inaction taken by Lender in connection with the Loan. Borrower hereby agrees that all of Borrower's covenants, agreements, representations, warranties, liabilities and obligations as set forth in the Loan Documents as hereby amended are hereby incorporated by reference herein and apply to the Loan, as amended. Borrower represents and warrants that no Event of Default has occurred under any of the Loan Documents, and Borrower hereby reaffirms all of its representations, covenants, agreements and obligations under each of the Loan Documents, as hereby amended, which shall continue to secure Borrower's obligations under the Loan.

10. All references to the Loan Documents, or any of them, shall be deemed to be a reference to such Loan Documents as hereby amended.

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

12. In all other respects, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Borrower and Lender have executed this Third Amendment as of the day and year first above written.

BORROWER:

CALUMET MUNSTER SHOPPING CENTER,
LLC, an Illinois limited liability company

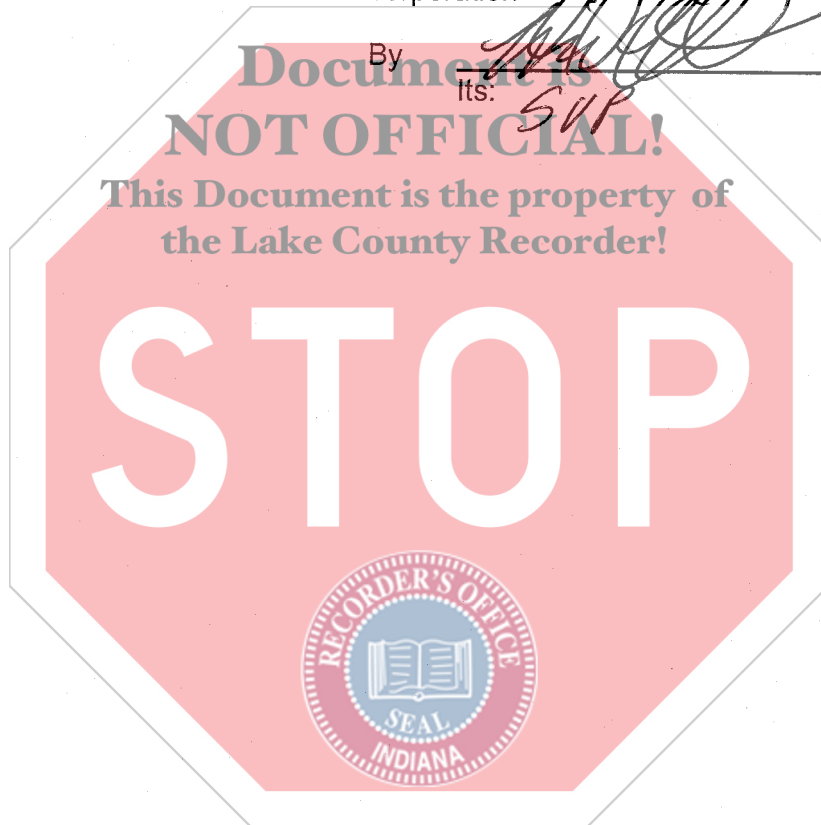
By: Munster Shopping Center Limited
Partnership, an Illinois limited
partnership, its Sole Member

By: *Joel S. Hirsch*
Joel S. Hirsch, its General
Partner

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: *[Signature]*
Its: *SVP*



STATE OF ILLINOIS

COUNTY OF COOK

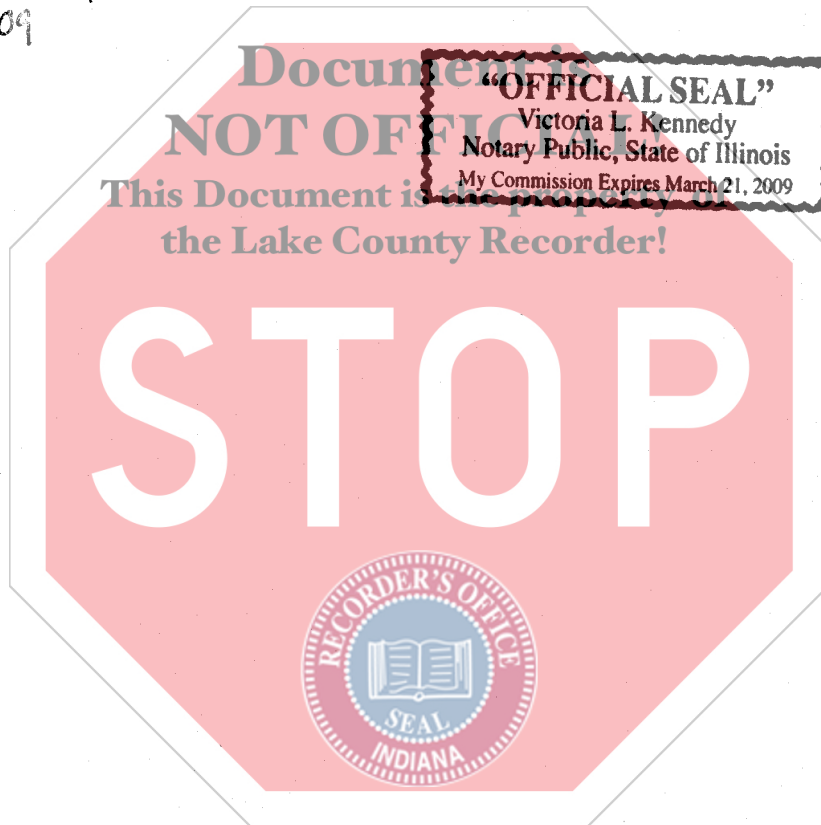
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JOEL S. HIRSCH, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the General Partner of Munster Shopping Center Limited Partnership, an Illinois limited partnership, being the sole Member of CALUMET MUNSTER SHOPPING CENTER, LLC, an Illinois limited liability company, appeared before me this day 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 and partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2007.

Victoria L. Kennedy
Notary Public

My Commission Expires:

3-21-09



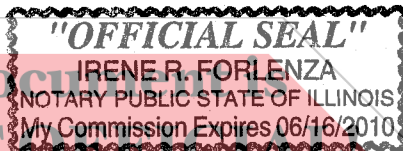
STATE OF
COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David F. Livingston personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of June, 2007.

Irene R. Forlenza
Notary Public

My Commission Expires:



Document
NOT OFFICIAL

This Document is the property of
the Lake County Recorder!

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.

Thomas P. Duffy



EXHIBIT A-1

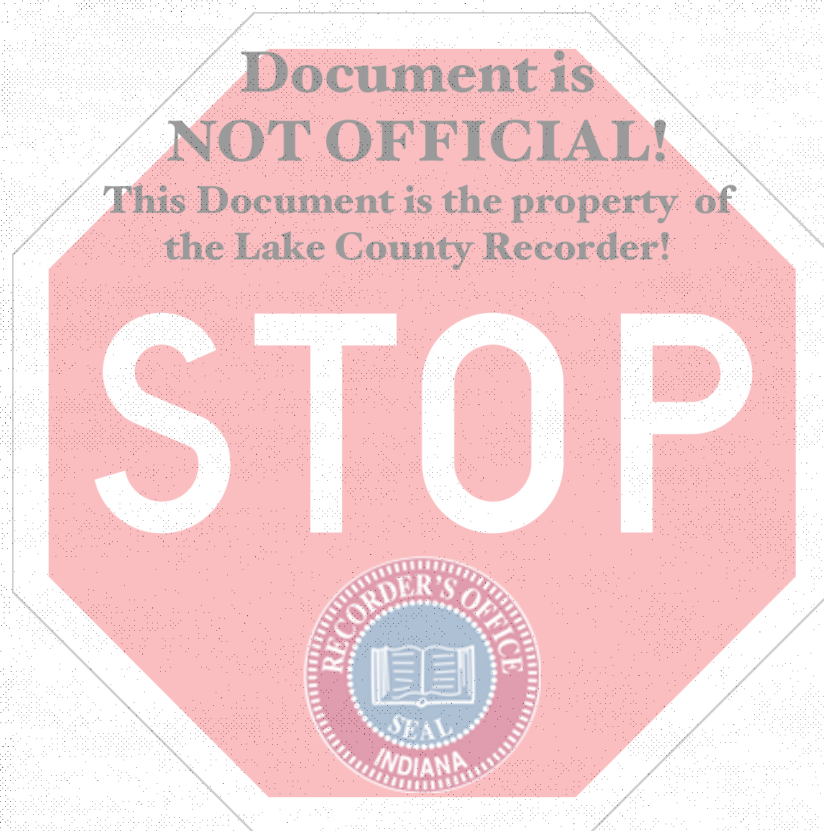
LOAN DOCUMENTS

1. Loan Agreement ("Loan Agreement") dated as of February 25, 2004, by and between CALUMET MUNSTER SHOPPING CENTER, LLC, an Illinois limited liability company ("Borrower") and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").
2. Construction Mortgage dated as of February 25, 2004, executed by Borrower in favor of Lender, which Construction Mortgage was recorded with the Recorder of Deeds for Lake County, Indiana on March 17, 2004, as Document No. 2004 022041. ✓
3. Collateral Assignment of Rents and Leases dated as of February 25, 2004, executed by Borrower in favor of Lender, which Assignment of Rents was recorded with the Recorder of Deeds for Lake County, Indiana on March 17, 2004, as Document No. 2004 022042. ✓
4. Security Agreement dated as of February 25, 2004, executed by Borrower in favor of Lender.
5. Environmental Indemnity Agreement dated as of February 25, 2004, executed by Borrower in favor of Lender.
6. Collateral Assignment of Contract and Permits dated as of February 25, 2004, executed by Borrower in favor of Lender.
7. Assignment of Permits and Developer's Rights dated as of February 25, 2004, executed by Borrower in favor of Lender.
8. Collateral Assignment of Service Contracts dated as of February 25, 2004, executed by Borrower in favor of Lender.
9. Security Agreement (Assignment of Property Management and Leasing Agreement) dated as of February 25, 2004, executed by Borrower in favor of Lender.
10. UCC Financing Statements against Borrower, as Debtor, in favor of Lender, as Secured Party.
11. Subordination, Non-Disturbance And Attornment Agreement (RadioShack Corporation) recorded with the Recorder of Deeds for Lake County, Indiana on April 21, 2004 as Document No. 2004 032216. ✓
12. Subordination, Attornment and Non-Disturbance Agreement (Shamrock TBC, Inc.) recorded with the Recorder of Deeds for Lake County, Indiana on April 21, 2004 as Document No. 2004 032217. ✓

13. Subordination, Non-Disturbance And Attornment Agreement (CVS Pharmacy, Inc.) recorded with the Recorder of Deeds for Lake County, Indiana on April 21, 2004 as Document No. 2004 032218.

14. Agreement of Attornment and Non-Disturbance (Wendy's International) recorded with the Recorder of Deeds for Lake County, Indiana on April 21, 2004 as Document No. 2004 032219.

15. Amended and Restated Note (the "August 2005 Note") dated as of August 17, 2005, executed by Borrower in favor of Lender in the original principal amount of Five Million And No/100 Dollars (\$5,000,000.00).



**EXHIBIT A-2
LOAN AMENDMENT DOCUMENTS**

1. Amendment to Construction Loan Agreement, Construction Mortgage and Loan Documents dated as of April 1, 2005, by and among Borrower and Lender, which was recorded with the Recorder of Deeds for Lake County, Indiana on April 28, 2005 as Document No. 2005033831.

2. Second Amendment to Construction Loan Agreement, Construction Mortgage and Loan Documents dated as of August 17, 2005, by and among Borrower and Lender, which was recorded with the Recorder of Deeds for Lake County, Indiana on September 6, 2005 as Document No. 2005 075847.



EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 THROUGH 5, BOTH INCLUSIVE, IN CALUMET MUNSTER SHOPPING CENTER SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 94, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PARCEL 2:

THE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, CONTAINED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT BETWEEN TARGET CORPORATION AND CALUMET MUNSTER SHOPPING CENTER, LLC DATED JUNE 27, 12003 AND RECORDED JULY 11, 2003 AS DOCUMENT NO. 1003 071981 AND RE-RECORDED MARCH 11, 2004 AS DOCUMENT NO. 2004-020932 OVER AND ACROSS THE LAND DESCRIBED THEREIN.



EXHIBIT C

AMENDED AND RESTATED NOTE

**INTENTIONALLY OMITTED FOR
RECORDING PURPOSES**



EXHIBIT D

CHECKLIST

**INTENTIONALLY OMITTED FOR
RECORDING PURPOSES**

