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Dinsmore + Shohl
255 E. 5th Street, Suite 1900
Cincinnati, OH 45202
2008 065634

OFFICE OF RECORDER
LAKE COUNTY
FILED IN 2008
2008 SEP 18 10:43
MICHAEL A. BROWN
RECORDER

FIRST MODIFICATION TO LOAN DOCUMENTS

THIS First Modification to Loan Documents (the "Modification"), is dated effective this 28 day of August, 2008, by and between **GAS-MART USA, INC.**, a Missouri corporation, having an address of 10777 Barkley, Overland Park, Kansas 66211 ("Borrower"), and **SUN LIFE ASSURANCE COMPANY OF CANADA**, a Canadian corporation, with an address of One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481, Attention Mortgage Investments Group ("Sun Life").

WITNESSETH:

RECITALS:

I. On March 22, 2007, Sun Life made a loan to Borrower (the "Loan") in the original principal amount of Forty-Two Million and No/100 Dollars (\$42,000,000.00). The Loan is secured 32 Gas-Mart USA properties located in Kansas, Illinois, Indiana, Iowa, Missouri, Nebraska, and Wisconsin, including those certain premises in Lake County, Indiana and known as 323 Ridge Road (the "Lake County Property") as more fully described on Exhibit A attached hereto and incorporated herein.

II. The Loan was evidenced by and reflected the following documents:

A. Promissory Note ("Note");

B. Open-End Mortgage and Security Agreement recorded on April 5, 2007, as Instrument No. 2007027885, in the Office of the Recorder of Lake County, Indiana (the "Mortgage"); and

C. Assignment of Leases and Rents recorded on April 5, 2007, as Instrument No. 2007027883, in the Office of the Recorder of Lake County, Indiana ("Assignment").

III. The foregoing documents, together with all documents executed in connection with the Loan, are collectively designated the "Loan Documents."

IV. Borrower and Lender (as herein defined below) have agreed to certain modifications to the Loan pursuant to the terms set forth herein.

HOLD FOR MERIDIAN TITLE CORP
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NOW, THEREFORE, in consideration of the mutual promises and premises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In conjunction herewith, Sun Life's affiliate, Sun Life Insurance and Annuity Company of New York, a New York corporation (together with Sun Life, collectively "Lender"), is making a loan to Borrower in the amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00), secured by those certain premises known as 429 Veterans Memorial Highway, Council Bluffs, Pottawattamie County, Iowa (the "Collateral Loan"). The Collateral Loan is evidenced by a Promissory Note, an Mortgage and Security Agreement ("Second Mortgage"), an Assignment of Leases and Rents, and related documents all of even date herewith (collectively the "Collateral Loan Documents").

2. The parties intend that the Loan and the Collateral Loan be cross-defaulted and cross-collateralized.

3. All Loan Documents hereby are amended to provide that:

a. An Event of Default (as defined in the Loan Documents and the Collateral Loan Documents) under the Collateral Loan Documents shall be an Event of Default under the Loan Documents;

b. The Property, as defined in the Mortgage, shall also secure the Collateral Loan;

c. Section 1.20 of the Mortgage is hereby deleted in its entirety and replaced with the following:

Loan Documents: this Mortgage, those Deeds of Trust and Security Agreements securing the Additional Property, those certain Mortgage and Security Agreements and those certain Open-End Mortgage and Security Agreements securing the Additional Property, the Note, the Lease Assignment, those certain Lease Assignments securing the Additional Property, the Guaranty, and any and all other documents or instruments related thereto or to the Secured Debt now or hereafter given by or on behalf of Borrower and the Guarantor to or for the benefit of Lender including those certain loan documents dated August 28, 2008 pertaining to Lender's Loan No. 767176 in the amount of \$1,200,000.00 (the "Collateral Loan") secured by those certain premises known as 429 Veterans Memorial Highway, Council Bluffs, Pottawattamie County, Iowa (the "Collateral Property") and evidenced by that Mortgage and Security Agreement recorded in Pottawattamie County, Iowa on September 2, 2008 (the "Collateral Instrument") and all replacements.

d. Section 8.1(a) is hereby deleted in its entirety and replaced with the following:

Breach of Named Covenants: Any breach by Borrower of the covenants in Paragraph 4.1(a) (Secured Debt), Paragraph 4.1(b) (Property Taxes and Charges), Paragraph 4.2(f) (Clean-Up) or Paragraph 4.3 (Insurance) or the corresponding covenants

in the paragraphs of the Collateral Instrument; provided, however, that a breach of the covenant in Paragraph 4.1(a) to pay the Secured Debt as and when due under any Note or other Loan Documents shall not constitute an Event of Default unless it shall continue for 5 days after the date such payment is due; provided further, however, that such 5-day grace period shall not apply more than twice in any one period of 12 consecutive months, the third such breach in such 12-month period constituting an Event of Default without expiration of any grace period.

4. The aggregate amount secured by the Mortgage and other Loan Documents together shall be up to \$43,200,000.00.

5. Except as specifically modified hereby, all terms and provisions of the Loan Documents remain in full force and effect.

6. This instrument may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

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IN WITNESS WHEREOF, Borrower has executed this instrument, as of the day and year first above written.

BORROWER:

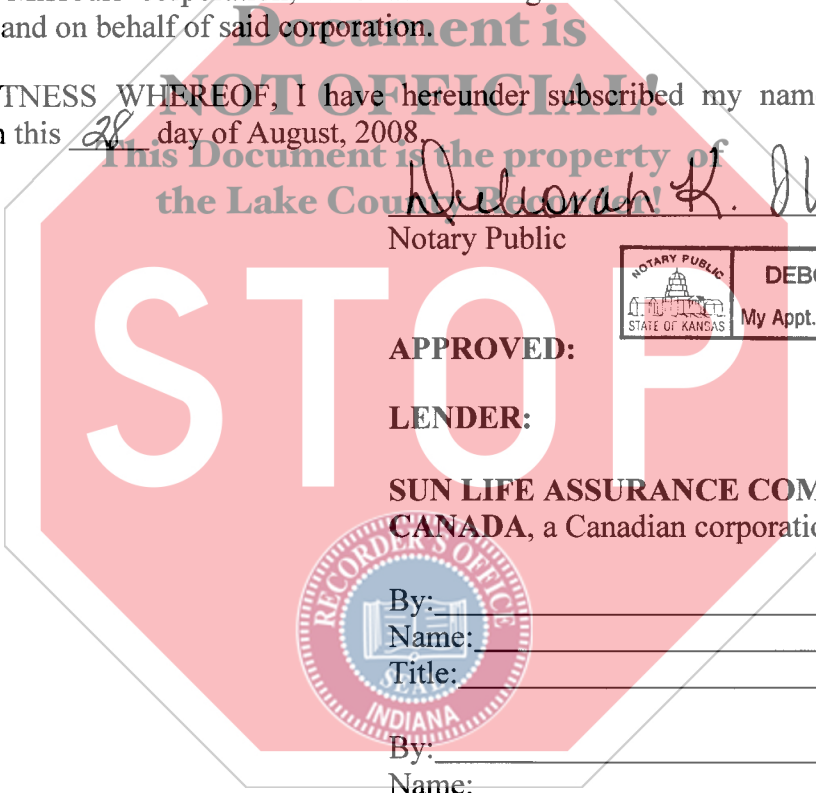
GAS-MART USA, INC.,
a Missouri corporation

By: _____
Name: David George
Title: President

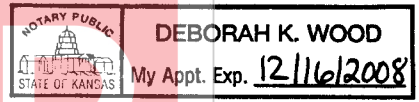
STATE OF Kansas :
: ss:
COUNTY OF Johnson:

Before me, a Notary Public in and for said state, personally appeared David George, the President of Gas-Mart USA, Inc., a Missouri corporation, who acknowledged that he did execute the foregoing instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 28 day of August, 2008.



Deborah K. Wood
Notary Public



APPROVED:

LENDER:

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has executed this instrument, as of the day and year first above written.

BORROWER:

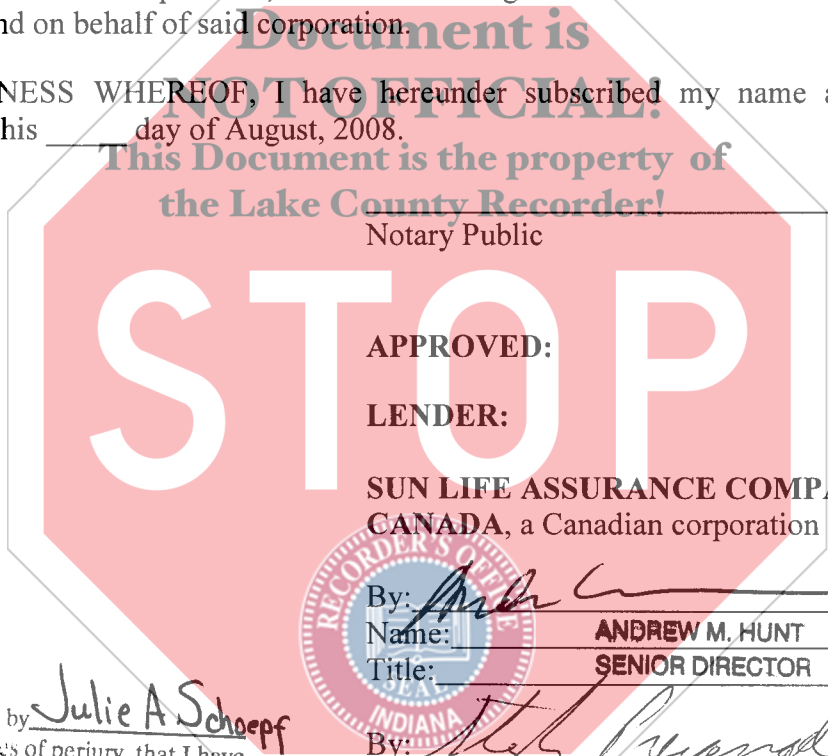
GAS-MART USA, INC.,
a Missouri corporation

By: _____
Name: _____
Title: _____

STATE OF _____ :
: ss:
COUNTY OF _____ :

Before me, a Notary Public in and for said state, personally appeared _____, the _____ of Gas-Mart USA, Inc., a Missouri corporation, who acknowledged that he did execute the foregoing instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this _____ day of August, 2008.



Notary Public

APPROVED:

LENDER:

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

By: _____
Name: **ANDREW M. HUNT**
Title: **SENIOR DIRECTOR**

By: _____
Name: **STEPHEN F. PIERANGELI**
Title: **SENIOR DIRECTOR**

This instrument was prepared by Julie A Schoepf and I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

COMMONWEALTH OF MASSACHUSETTS)
)SS.:
COUNTY OF NORFOLK)

BEFORE ME, a Notary Public in and for said County and Commonwealth, personally appeared SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation with its principal place of business in the United States being One Sun Life Executive Park, Norfolk County, Wellesley Hills, MA 02481, by Andrew M. Hunt, its Senior Director, and Stephen F. Pierangeli, its Senior Director, and who acknowledged that he/she did sign the foregoing instrument for and behalf of said SUN LIFE ASSURANCE COMPANY OF CANADA, and that the same is his/her free act and deed individually and as such officer and the free act and deed of said SUN LIFE ASSURANCE COMPANY OF CANADA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wellesley Hills, Norfolk County, Commonwealth of Massachusetts on August 18, 2008.



Exhibit "A"

That part of Lot 5, Arie Jabaay's Subdivision of a part of the West Half of Section 13 and a part, of the North Half of Section 24, Township 36 North, Range 10 West of the Second Principal Meridian in the Town of Munster described as commencing at a point on the North line of Ridge Road 160 feet Southeasterly from the West line of said Lot 5, measured along the North line of Ridge Road; thence running southeasterly along the North line of Ridge Road 124.61 feet to the West line Lyman Street; thence North along Lyman Street 107.3 feet; thence Northwesterly parallel with the North line of Ridge Road 124.15 feet; thence South parallel with the West line of said Lot 5, 107.25 feet to the place of beginning, in Lake County, Indiana.

Described by Survey as:

Part of Lot 5, Arie Jabaay's Subdivision of a part of the West half of Section 13 and a part of the North half of Section 24, Township 36 North, Range 10 West in the Town of Munster described as follows: Beginning at an iron pipe on the North line of Ridge Road 160 feet Southeasterly from the West line of Lot 5; thence North 00 degrees 00 minutes 00 seconds East, 106.74 feet to an iron pipe; thence South 80 degrees 12 minutes 40 seconds East, 124.62 feet to an iron pipe on the West line of Lymann Street; thence along said West line South 00 degrees 00 minutes 15 seconds West, 106.74 feet to the North line of Ridge Road; thence along said North line North 80 degrees 12 minutes 40 seconds West, 124.61 feet to the Point of Beginning.

