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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL A. BROWN  
RECORDER

**LOAN MODIFICATION AND CROSS COLLATERALIZATION AGREEMENT**

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This **LOAN MODIFICATION AND CROSS COLLATERALIZATION AGREEMENT** (this "Agreement") is dated as of the 25<sup>th</sup> day of March, 2009 by and among **RILEY PLAZA SHOPPING CENTER LLC**, an Illinois limited liability company ("Riley Plaza"), **B.T. RILEY (EAST CHICAGO), L.L.C.**, an Indiana limited liability company ("B.T. Riley" and, together with Riley Plaza, "**Riley Plaza Borrower**"), **INTERRA-VISION (SANTEE-MG & MAGNOLIA), LLC**, a California limited liability company ("**Interra Santee-MG**"), **INTERRA-VISION (CAMERON PARK), LLC**, a California limited liability company ("**Interra Cameron Park**"), **INTERRA-VISION (COTTON & WADDELL), LLC**, an Arizona limited liability company ("**Interra Cotton**") and **INTERRA-VISION (LATHROP, CA), LLC**, a Delaware limited liability company ("**Interra Lathrop**" and, together with Riley Plaza, B.T. Riley, Interra Santee-MG, Interra Cameron Park and Interra Cotton, referred to collectively herein as "**Borrowers**" and each individually as a "**Borrower**"), and **BANK OF AMERICA, N.A.**, as successor by merger to LaSalle Bank National Association ("**Lender**"). Borrowers and Lender are, collectively, the "**Parties.**"

Chicago Title Insurance Company

**RILEY PLAZA RECITALS:**

WHEREAS, LaSalle Bank National Association made a loan (the "**Riley Plaza Loan**") to Riley Plaza Borrower pursuant to a Loan Agreement between Riley Plaza Borrower and Lender dated as of December 15, 2003 (as amended, modified or amended and restated from

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDATION SHOULD  
BE RETURNED TO:

John C. Huff, Esq.  
Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 W. Madison Street, Suite 3900  
Chicago, Illinois 60606

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CT QB

time to time, the “**Riley Plaza Loan Agreement**”), and evidenced by a Promissory Note dated December 15, 2003, in the original maximum principal sum of Six Million and No/100 Dollars (\$6,000,000) (reduced by subsequent modification to \$1,663,841.20) made by Riley Plaza Borrower (as amended, modified or amended and restated from time to time, the “**Riley Plaza Note**”);

WHEREAS, the Riley Plaza Loan is secured by that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated December 15, 2003 (as amended, modified or amended and restated from time to time, the “**Riley Plaza Mortgage**”), recorded on December 30, 2004 with the Recorder of Deeds of Lake County, Indiana as Document No. 2004111995, and that certain Assignment of Rents and Leases dated December 15, 2003 (as amended, modified or amended and restated from time to time, the “**Riley Plaza Assignment of Leases**”) and recorded on December 30, 2004 with the Recorder of Deeds of Lake County, Indiana as Document No. 2004111996, encumbering certain real property located in Lake County, Indiana, which is more particularly described on Exhibit A attached hereto (the “**Riley Plaza Property**”);

WHEREAS, the Riley Plaza Loan is guaranteed by Thomas J. Gamsjaeger and Bruce Teitelbaum (each a “**Guarantor**” and jointly, the “**Guarantors**”) pursuant to that certain Guaranty of Payment dated September 8, 2003, executed for the benefit of Lender (as amended, modified or amended and restated from time to time, the “**Riley Plaza Guaranty**”);

WHEREAS, The Riley Plaza Loan Agreement, the Riley Plaza Note, the Riley Plaza Mortgage, the Riley Plaza Assignment of Leases, the Riley Plaza Guaranty and certain other loan documents identified in the Riley Plaza Loan Agreement have been amended by that certain Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of June 19, 2005, and recorded July 24, 2005, with the Recorder of Deeds of Lake County, Indiana as Document No. 2005061551; that certain Second Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of August 19, 2005, and recorded December 2, 2005, with the Recorder of Deeds of Lake County, Indiana as Document No. 2005105925; that certain Third Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of August 17, 2006, and recorded August 25, 2006, with the Recorder of Deeds of Lake County, Indiana as Document No. 2006074691; that certain Fourth Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of March 19, 2007, and recorded April 9, 2007, with the Recorder of Deeds of Lake County, Indiana as Document No. 2007028559; that certain Fifth Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of June 19, 2007, and recorded August 18, 2007, with the Recorder of Deeds of Lake County, Indiana as Document No. 2007066674; that certain Sixth Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of December 19, 2007, and recorded January 15, 2008, with the Recorder of Deeds of Lake County, Indiana as Document No. 2008003398; that certain Seventh Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of June 19, 2008, and recorded July 29, 2008, with the Recorder of Deeds of Lake County, Indiana as Document No. 2008054095; that certain Eight Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of September 19, 2008 and that certain Ninth Modification of Loan Documents between Riley Plaza Borrower and Lender, dated as of December 9, 2008 (as so amended, and as they may be further amended, modified or amended and restated, collectively the “**Riley Plaza Loan Documents**”);

**INTERRA SANTEE-MG RECITALS:**

WHEREAS, LaSalle Bank National Association made a loan (the “**Interra Santee-MG Loan**”) to Interra Santee-MG pursuant to a Construction Loan Agreement between Interra Santee-MG and Lender dated as of February 2, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Santee-MG Loan Agreement**”), and evidenced by a Promissory Note dated February 2, 2007, in the original maximum principal sum of Seven Million One Hundred Fifty Thousand and No/100 Dollars (\$7,150,000.00) made by Interra Santee-MG (as amended, modified or amended and restated from time to time, the “**Interra Santee-MG Note**”);

WHEREAS, the Interra Santee-MG Loan is secured by that certain Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 2, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Santee-MG Mortgage**”), recorded on February 2, 2007 with the Recorder of San Diego County, California as Document No. 2007-0075682; and that certain Assignment of Rents and Leases dated February 2, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Santee-MG Assignment of Leases**”) and recorded on February 2, 2007 with the Recorder of San Diego County, California as Document No. 2007-0075683; encumbering certain real property located in San Diego County, California, which is more particularly described on Exhibit B attached hereto (the “**Interra Santee-MG Property**”);

WHEREAS, the Interra Santee-MG Loan is guaranteed by Guarantors pursuant to that certain Guaranty of Payment and Completion dated February 2, 2007, executed for the benefit of Lender (as amended, modified or amended and restated from time to time, the “**Interra Santee-MG Guaranty**”);

WHEREAS, The Interra Santee-MG Loan Agreement, the Interra Santee-MG Note, the Interra Santee-MG Mortgage, the Interra Santee-MG Assignment of Leases, the Interra Santee-MG Guaranty and certain other loan documents identified in the Interra Santee-MG Loan Agreement have been amended by that certain Modification of Loan Documents between Interra Santee-MG and Lender, dated as of January 31, 2008, and recorded March 3, 2008, with the Recorder of San Diego County, California as Document No. 2008-0108900 (as so amended, and as they may be further amended, modified or amended and restated, collectively, the “**Interra Santee-MG Loan Documents**”);

**INTERRA CAMERON PARK RECITALS:**

WHEREAS, LaSalle Bank National Association made a loan (the “**Interra Cameron Park Loan**”) to Interra Cameron Park pursuant to a Construction Loan Agreement between Interra Cameron Park and Lender dated as of November 30, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Cameron Park Loan Agreement**”), and evidenced by a Promissory Note dated November 30, 2007, in the original maximum principal sum of Six Million Two Hundred Twenty Thousand and No/100 Dollars (\$6,220,000.00) made by Interra Cameron Park (as amended, modified or amended and restated from time to time, the “**Interra Cameron Park Note**”);

WHEREAS, the Interra Cameron Park Loan is secured by that certain Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 20, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Cameron Park Mortgage**”), recorded on December 21, 2007 with the Recorder of El Dorado County, California as Document No. 2007-0078388-00, and that certain Assignment of Rents and Leases dated December 20, 2007 (as amended, modified or amended and restated from time to time, the “**Interra Cameron Park Assignment of Leases**”) and recorded with the Recorder of El Dorado County, California on December 21, 2007 as Document No. 2007-0078389-00, encumbering certain real property located in the El Dorado, County California, which is more particularly described on Exhibit C attached hereto (the “**Interra Cameron Park Property**”);

WHEREAS, the Interra Cameron Park Loan is guaranteed by Guarantors pursuant to that certain Guaranty of Payment and Completion dated November 30, 2007, executed for the benefit of Lender (as amended, modified or amended and restated from time to time, the “**Interra Cameron Park Guaranty**”);

WHEREAS, Interra Cameron Park and Lender have entered into certain other loan documents identified in the Interra Cameron Park Loan Agreement (as may be amended, modified or amended and restated from time to time, together with the Interra Cameron Park Loan Agreement, the Interra Cameron Park Note, the Interra Cameron Park Mortgage, the Interra Cameron Park Assignment of Leases and the Interra Cameron Park Guaranty, the “**Interra Cameron Park Loan Documents**”);

**NOT OFFICIAL!**  
**INTERRA COTTON RECITALS:**  
**This Document is the property of**

WHEREAS, LaSalle Bank National Association made a loan (the “**Interra Cotton Loan**”) to Interra Cotton pursuant to a Construction Loan Agreement between Interra Cotton and Lender dated as of April 2, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Cotton Loan Agreement**”), and evidenced by a Promissory Note dated April 2, 2008, in the original maximum principal sum of Four Million Nine Hundred Fifty Thousand and No/100 Dollars (\$4,950,000.00) made by Interra Cotton (as amended, modified or amended and restated from time to time, the “**Interra Cotton Note**”);

WHEREAS, the Interra Cotton Loan is secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated April 2, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Cotton Mortgage**”), recorded on April 4, 2008 with the Recorder of Maricopa County, Arizona as Document No. 20080299336, and that certain Assignment of Rents and Leases dated April 2, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Cotton Assignment of Leases**”) and recorded on April 4, 2008 with the Recorder of Maricopa County, Arizona as Document No. 20080299337, encumbering certain real property located in Maricopa County, Arizona, which is more particularly described on Exhibit D attached hereto (the “**Interra Cotton Property**”);

WHEREAS, the Interra Cotton Loan was guaranteed by Guarantors pursuant to that certain Guaranty of Payment and Completion dated April 2, 2008, executed for the benefit of

Lender (as amended, modified or amended and restated from time to time, the “**Interra Cotton Guaranty**”);

WHEREAS, Interra Cotton and Lender have entered into certain other loan documents identified in the Interra Cotton Loan Agreement (as amended, modified or amended and restated from time to time, together with the Interra Cotton Loan Agreement, the Interra Cotton Note, the Interra Cotton Mortgage, the Interra Cotton Assignment of Leases and the Interra Cotton Guaranty, the “**Interra Cotton Loan Documents**”);

**INTERRA LATHROP RECITALS:**

WHEREAS, LaSalle Bank National Association made a loan (the “**Interra Lathrop Loan**”) to Interra Lathrop pursuant to a Construction Loan Agreement between Interra Lathrop and Lender dated as of February 21, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Lathrop Loan Agreement**”), and evidenced by a Promissory Note dated February 21, 2008, in the original maximum principal sum of One Million Nine Hundred Eighty Thousand and No/100 Dollars (\$1,980,000.00) made by Interra Lathrop (as amended, modified or amended and restated from time to time, the “**Interra Lathrop Note**”);

WHEREAS, the Interra Lathrop Loan is secured by that certain Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 21, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Lathrop Mortgage**”), recorded on February 26, 2008, with the Recorder of San Joaquin County, California as Document No. 2008-030948, and that certain Assignment of Rents and Leases dated February 21, 2008 (as amended, modified or amended and restated from time to time, the “**Interra Lathrop Assignment of Leases**”) and recorded on February 26, 2008, with the Recorder of San Joaquin County, California as Document No. 2008-030949, encumbering certain real property located in San Joaquin, California, which is more particularly described on Exhibit E attached hereto (the “**Interra Lathrop Property**”);

WHEREAS, the Interra Lathrop Loan was guaranteed by Guarantors pursuant to that certain Guaranty of Payment and Completion dated January, 2008, executed for the benefit of Lender (as amended, modified or amended and restated from time to time, the “**Interra Lathrop Guaranty**”);

WHEREAS, Interra Lathrop and Lender have entered into certain other loan documents identified in the Interra Lathrop Loan Agreement (as amended, modified or amended and restated from time to time, together with the Interra Lathrop Loan Agreement, the Interra Lathrop Note, the Interra Lathrop Mortgage, the Interra Lathrop Assignment of Leases and the Interra Lathrop Guaranty, the “**Interra Lathrop Loan Documents**”);

**GENERAL RECITALS:**

WHEREAS, the Riley Plaza Loan, the Interra Santee-MG Loan, the Interra Cameron Park Loan, the Interra Cotton Loan and the Interra Lathrop Loan are referred to herein, collectively, as the “**Loans**”;

WHEREAS, the Riley Plaza Note, the Interra Santee-MG Note, the Interra Cameron Park Note, the Interra Cotton Note and the Interra Lathrop Note are referred to herein, each as a “**Note**” and collectively, as the “**Notes**”;

WHEREAS, the Riley Plaza Loan Agreement, the Interra Santee-MG Loan Agreement, the Interra Cameron Park Loan Agreement, the Interra Cotton Loan Agreement and the Interra Lathrop Loan Agreement are referred to herein, each as a “**Loan Agreement**” and collectively, as the “**Loan Agreements**”;

WHEREAS, the Riley Plaza Mortgage, the Interra Santee-MG Mortgage, the Interra Cameron Park Mortgage, the Interra Cotton Mortgage and the Interra Lathrop Mortgage are referred to herein, each as a “**Mortgage**” and collectively, as the “**Mortgages**”;

WHEREAS, the Riley Plaza Guaranty, the Interra Santee-MG Guaranty, the Interra Cameron Park Guaranty, the Interra Cotton Guaranty and the Interra Lathrop Guaranty are referred to herein, each as a “**Guaranty**” and collectively, as the “**Guaranties**”;

WHEREAS, the Riley Plaza Loan Documents, the Interra Santee-MG Loan Documents, the Interra Cameron Park Loan Documents, the Interra Cotton Loan Documents and the Interra Lathrop Loan Documents are referred to herein, collectively, as the “**Loan Documents**”;

WHEREAS, the Riley Plaza Property, the Interra Santee-MG Property, the Interra Cameron Park Property, the Interra Cotton Property and the Interra Lathrop Property are referred to herein, each as a “**Property**” and collectively, as the “**Properties**”;

WHEREAS, Borrowers are all affiliates with common ownership.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the recitals set forth above and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Extension of Maturity Date.** The Maturity Date of each Loan is hereby extended to June 30, 2009. All references in any of the Loan Documents to “Maturity Date,” “Initial Maturity Date,” and/or “Extended Maturity Date” shall hereafter refer to June 30, 2009. The Borrowers acknowledge and agree that to the extent the Loan Documents provide for further extension of any of the Loans, the conditions for such extension have not been met. Except as may otherwise be agreed by Lender in writing in its sole discretion, all options or other rights for further extension of any of the Loans are hereby terminated and shall be of no further force and effect.

2. **Interest Rate.** The Parties acknowledge that the Riley Plaza Note has already been modified as set forth in Section 2.1 below. Section 2.1 of each of the Notes other than the Riley Plaza Note and Section 2.2 of each of each of Notes are hereby amended and restated in their entirety as follows:

2.1 Interest Prior to Default.

(a) Interest shall accrue on the principal balance of this Note outstanding from the date hereof through the Maturity Date at the rate per year equal to the BBA LIBOR Daily Floating Rate (or the Prime Rate if applicable as provided below) plus three hundred and fifty (350) basis points (the "Loan Rate"); provided, however, that in no event shall the Loan Rate be less than four percent (4%) per annum.

(b) The "BBA LIBOR Daily Floating Rate" means a fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Lender from time to time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in Lender's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by Lender. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.

(c) If Lender determines that no adequate basis exists for determining the BBA LIBOR Daily Floating Rate or that the BBA LIBOR Daily Floating Rate will not adequately and fairly reflect the cost to Lender of funding the Loan, or that any applicable Law or regulation or compliance therewith by Lender prohibits or restricts or makes impossible the charging of interest based on the BBA LIBOR Daily Floating Rate and Lender so notifies Borrower, then until lender notifies Borrower that the circumstances giving rise to such suspension no longer exist, interest shall accrue and be payable on the unpaid principal balance of this Note from the date Lender so notifies Borrower until the Maturity Date of this Note (whether by acceleration, declaration, extension or otherwise) at a fluctuating rate of interest equal to the Prime Rate of Lender plus three hundred and fifty (350) basis points per annum. The term "Prime Rate" means, on any day, the rate of interest per annum then most recently established by Lender as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Lender may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the per annum rate of interest on this Note shall change immediately and contemporaneously with such change in the Prime Rate. If Lender (including any subsequent holder of this Note) ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such

change is reported.

2.2 **Interest After Default.** From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to the Loan Rate plus five hundred (500) basis points; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by applicable law. The interest accruing under this section shall be immediately due and payable by the Mortgagor to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

3. **Cross Default.** The Parties hereby agree that any Event of Default or any default which continues beyond any applicable notice and cure period under any of the respective Loan Documents for each Loan, shall constitute a default and an Event of Default (for which Borrowers shall not be entitled to any cure period) under all of the Loan Documents and, with respect to each of the other Loans, entitling Lender to all of its remedies under any or all of the other Loan Documents.

4. **Cross-Collateralization.** Each of the liens, security interests and other collateral granted under any of the Loan Documents as security for any Loan shall secure all obligations of the Borrowers under each of the Notes and all of the other Loan Documents. Without limiting the foregoing, the term "Indebtedness" as used in each of the Mortgages shall include the "Indebtedness" as such term is defined in each of the other Mortgages, such that each Mortgage shall secure, in addition to the Indebtedness originally secured by such Mortgage, any Indebtedness secured by any of the other Mortgages.

5. **Financial Statements.** Notwithstanding anything to the contrary in any of the Loan Documents, each Borrower shall provide as soon as available and in no event later than ninety (90) days after the close of each fiscal year, and within forty five (45) days of the end of each fiscal quarter, financial statements showing the results of operations of its respective Premises (as defined in the applicable Loan Agreement) and consisting of a balance sheet and statement of income and expense prepared in accordance with generally accepted accounting principles and certified by an officer of such Borrower (or of its manager or managing member).

6. **Additional Events of Default.** Each of the following shall constitute a default and an Event of Default (for which Borrowers shall not be entitled to any cure period) under all of the Loan Documents:

- (a) Any default occurs under any agreement in connection with any credit any Borrower, or Interra-Vision Holdings, LLC, an Illinois limited liability company ("Interra Vision") or any entity in which Interra Vision or Interra-Vision (Calimesa and Myrtlewood), LLC, a Delaware limited liability company, is a member (each an "Interra Party") has obtained or which any Interra Party has guaranteed, which default is not cured within any applicable notice or cure period; or
- (b) Any default occurs under any agreement in connection with any credit any Guarantor has obtained or which any Guarantor has guaranteed with respect to



indebtedness of \$5,000,000 or more, or if a default occurs under multiple such agreements with respect to an aggregate amount of \$10,000,000.00 or more, which default(s) is not cured within any applicable notice or cure period; or

- (c) Any foreclosure action or other action in litigation or arbitration is commenced against any Interra Party or any Guarantor with respect to an indebtedness of \$5,000,000 or more, which action is not dismissed with prejudice within sixty (60) days after such commencement; or
- (d) Any judgment or arbitration award in an amount greater than or equal to \$5,000,000 (individually or in the aggregate) is entered against any Interra Party or any Guarantor, or any Interra Party or any Guarantor enters into any settlement agreement requiring it to pay an amount greater than or equal to \$5,000,000 (individually or in the aggregate) with respect to any litigation or arbitration.

7. **Interra Cameron Park Amendments.** Interra Cameron Park and Lender hereby agree that, in addition to the amendments contained Sections 1-5 of this Agreement, the Interra Cameron Park Loan Documents are hereby amended as follows:

- (a) **Funding Suspension.** The current outstanding principal balance of the Interra Cameron Park Loan is \$3,921,000. Unless and until such time as Lender may otherwise agree in writing in its sole discretion, Lender shall have no further obligation to fund any amounts under the Interra Cameron Park Loan, and Interra Cameron Park shall have no further right to request or obtain such funds. Without limiting the foregoing, there shall be no further funding under the Interra Cameron Park Loan for payment of interest on such Loan or carry costs, and Interra Cameron Park shall pay interest, and costs of ownership, on a current basis as and when due.

8. **Interra Cotton Amendments.** Interra Cotton and Lender hereby agree that, in addition to the amendments contained Sections 1-5 of this Agreement, the Interra Cotton Loan Documents shall be amended to provide as follows:

- (a) **Loan Amount.** The Loan Amount (as defined in the Interra Cotton Loan Agreement) is hereby decreased to \$2,684,000 and Section 1 of the Interra Cotton Note is hereby amended and restated such that the phrase “the principal sum of FOUR MILLION NINE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$4,950,00.00)” is deleted in its entirety and replaced with the phrase “the principal sum of TWO MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND and 00/100 DOLLARS (\$2,684,000.00)”. Any reference in any of the Interra Cotton Loan Documents to the “Loan Amount” shall hereafter refer to the sum of \$2,684,000.
- (b) **Loan Reserve.** The remaining unfunded amount of the Loan Reserve (as defined in the Interra Cotton Note) available for disbursement in accordance with the applicable Interra Cotton Loan Documents is hereby decreased to \$27,150. When such remaining unfunded amount has been disbursed in accordance with the

applicable Interra Cotton Loan Documents, there shall be no further disbursement from the Loan Reserve.

9. **Interra Lathrop Amendments.** Interra Lathrop and Lender hereby agree that, in addition to the amendments contained Sections 1-5 of this Agreement, the Interra Lathrop Loan Documents shall be amended to provide as follows:

- (a) **Loan Amount.** The Loan Amount (as defined in the Interra Lathrop Loan Agreement) is hereby decreased to \$219,000 and Section 1 of the Interra Lathrop Note is hereby amended and restated such that the phrase “the principal sum of ONE MILLION NINE HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS (\$1,980,00.00)” is deleted in its entirety and replaced with the phrase “the principal sum of TWO HUNDRED NINETEEN THOUSAND and 00/100 DOLLARS (\$219,00.00)”. Any reference in any of the Interra Lathrop Loan Documents to the “Loan Amount” shall hereafter refer to the sum of \$219,000.
- (b) **Loan Reserve.** The remaining unfunded amount of the Loan Reserve (as defined in the Interra Lathrop Note) available for disbursement in accordance with the applicable Interra Lathrop Loan Documents is hereby decreased to \$2,400. When such remaining unfunded amount has been disbursed in accordance with the applicable Interra Lathrop Loan Documents, there shall be no further disbursement from the Loan Reserve.

10. **Effect and Construction of Agreement.** In the event of any inconsistency between the terms of this Agreement and the Loan Documents, this Agreement shall govern. However, except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to do any of the following:

- (a) impair the validity, perfection or priority of any lien or security interest of Lender securing any of the Loans; or
- (b) waive or impair any rights, powers or remedies of Lender under any of the Loan Documents.

11. **Recordation.** Borrowers expressly consent to all provisions of this Agreement and stipulates that this Agreement may be recorded at any time at the option of Lender.

12. **Reaffirmation.** Borrowers hereby reaffirm to Lender each of the representations, warranties, covenants and agreements of Borrowers set forth in the Loan Documents with the same force and effect as if each were separately stated herein and made as of the date hereof.

13. **Ratification.** Borrowers hereby ratify, acknowledge and agree that the Loan Documents represent valid, binding enforceable and collectible obligations of Borrowers. Borrowers represent and warrant that all of the representations and warranties of Borrowers set forth in the Loan Documents, as such Loan Documents may be modified by this Agreement, are complete and correct as of the date hereof. Borrowers further acknowledge, represent, warrant and agree that there are no existing claims, defenses, personal or otherwise, or rights of setoff

whatsoever with respect to any of the Loan Documents. Borrowers agree that no invalidity or unenforceability of any of the Loan Documents shall affect the validity or enforceability of this Agreement.

14. **No Waiver.** Lender and Borrowers hereby agree that this Agreement and all of the Loan Documents are in full force and effect, and nothing herein contained shall be construed as modifying in any manner any of the Loan Documents, except as may specifically be set forth herein, and nothing contained herein shall be deemed to constitute a waiver by Lender of any default under any of the Loan Documents, it being the express intention of all parties to this Agreement to preserve Lender's rights and remedies with respect to any such defaults, whether such rights and remedies are available under the Loan Documents, at law or in equity.

15. **Separate Obligations.** The Loan Documents shall be and remain separate obligations of Borrowers to Lender. Without in any manner affecting any of the rights and remedies available under any of the Loan Documents, Lender may institute separate proceedings with respect to the Loan Documents simultaneously or in such order and at such times as Lender may elect. The pendency of any proceeding with respect to any of the Loan Documents shall not be grounds for the abatement of or for hindering, delaying or preventing any proceeding with respect to any of the other Loan Documents. A default under any of the Loan Documents shall constitute (and any existing default does constitute) a separate cause of action; accordingly, the institution of proceedings or the enforcement of remedies under one, but not all, of the Loan Documents shall not constitute a splitting of a cause of action by Lender.

16. **Miscellaneous Costs.** Borrowers agree to pay all title, recording, filing, reasonable legal and other expenses incurred by Lender in connection with this Agreement. Borrowers also agree to pay any mortgage, transfer, intangible or other such tax payable in connection with this Agreement, and Borrowers shall indemnify, defend and hold Lender and its affiliates harmless from and against any and all losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses), that may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Lender or any of its affiliates in connection with, arising from or relating to a failure by Borrowers to timely pay any such amounts.

17. **Miscellaneous.**

- (a) **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective permitted successors, and assigns, provided, however, that this Agreement may not be assigned by any Borrower without the prior express written consent of Lender.
- (b) **Notice.** All notices, requests, demands, and other communications permitted or required to be given under this Agreement shall be delivered to the addresses and in the manner set forth in the Loan Documents.
- (c) **Governing Law.** This Agreement shall be construed under and interpreted in accordance with and governed by the laws of the State of Illinois without regard

to the conflicts of law provisions thereof.

- (d) **Complete Agreement.** This Agreement replaces any prior oral agreement between the parties, and any such prior oral agreement shall be of no force or effect. The provisions of this Agreement may only be amended by a subsequent instrument in writing clearly purporting to effect such amendment and signed by both parties.
- (e) **Waiver.** The failure of a party hereto to enforce, or the delay by a party hereto to enforce, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification by such party of any of its rights under this Agreement and any party may, within the time provided by the applicable law, commence appropriate proceedings to enforce any or all of its rights under this Agreement and any prior failure to enforce or delay in enforcement shall not constitute a defense.
- (f) **Partial Invalidity.** In the event that any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or an arbitration tribunal, such provision shall be limited to the minimum extent necessary to render the same valid and enforceable, or shall be excised from this Agreement, as circumstances may require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.
- (g) **Construction.** Whenever used in this Agreement, the singular shall be construed to include the plural and vice versa, where applicable, and the use of the masculine, feminine or neuter gender shall include the other genders. The subject matter and language of this Agreement has been the subject of negotiations between the parties and their respective counsel, and this Agreement has been jointly prepared by their respective counsel. Accordingly, this Agreement shall not be construed against any party on the basis that this Agreement was drafted by such party or its counsel. Headings of section and subsections are for convenience of reference only, and shall not be construed as a part of this Agreement, or as limiting or defining the scope of any term or provision hereof.
- (h) **Counterparts.** This Agreement may be executed in one or more counterparts, and by each of the Parties on separate counterparts, all of which, when taken together, shall constitute one original agreement.
- (i) **Attorneys Fees.** In the event Lender institutes legal proceedings in connection with this Agreement, Lender shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, court costs and litigation expenses, including without limitation, deposition costs, witness fees, transcript fees, and reasonable attorneys' fees.
- (j) **Amendment Not Novation.** The changes and modifications made to each of the

Notes by this Agreement constitute amendments to such Notes and are not novations of such Notes.

- (k) **Loan Document.** This Agreement shall constitute a “Loan Document” for purposes of all of the Loan Documents.

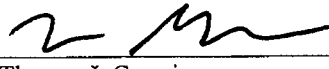
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**BORROWERS:**

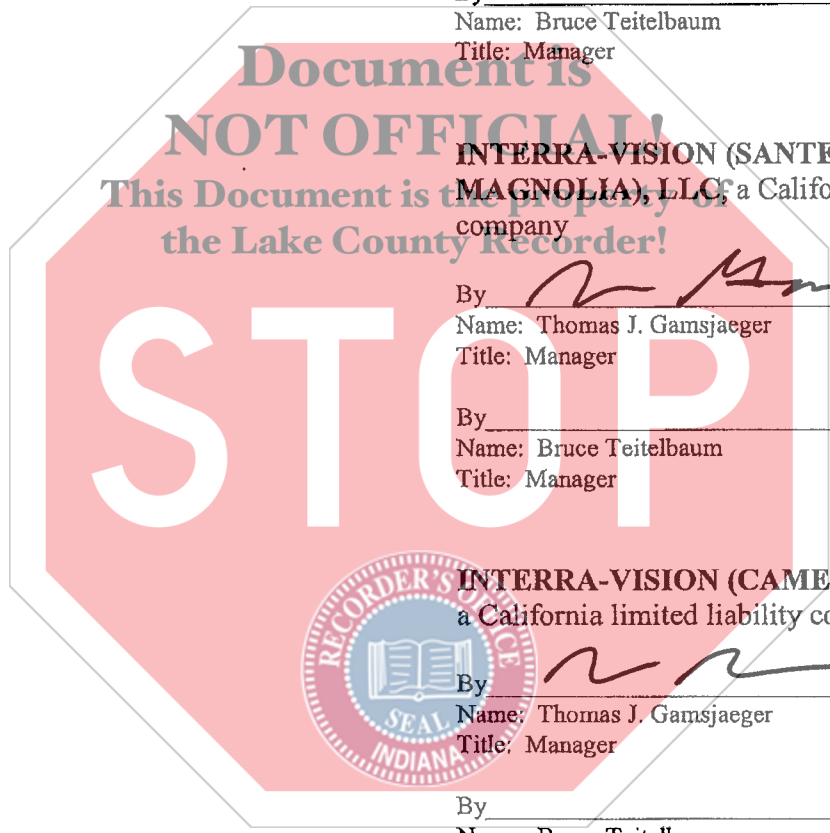
**RILEY PLAZA SHOPPING CENTER, LLC**, an Illinois limited liability company

By   
Name: Thomas J. Gamsjaeger  
Title: Manager


By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**B.T. RILEY (EAST CHICAGO), L.L.C.**, an Indiana limited liability company

By   
Name: Bruce Teitelbaum  
Title: Manager




**INTERRA-VISION (SANTEE-MG & MAGNOLIA), LLC**, a California limited liability company

By   
Name: Thomas J. Gamsjaeger  
Title: Manager

By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**INTERRA-VISION (CAMERON PARK), LLC**, a California limited liability company

By   
Name: Thomas J. Gamsjaeger  
Title: Manager

By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

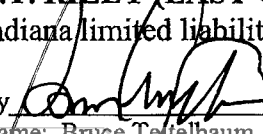
**BORROWERS:**

**RILEY PLAZA SHOPPING CENTER, LLC**, an Illinois limited liability company

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

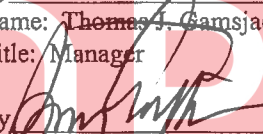
**B.T. RILEY (EAST CHICAGO), L.L.C.**, an Indiana limited liability company

By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager



**INTERRA-VISION (SANTEE-MG & MAGNOLIA), LLC**, a California limited liability company

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

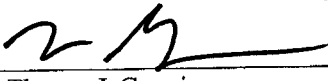
By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**INTERRA-VISION (CAMERON PARK), LLC**, a California limited liability company

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager


By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

INTERRA-VISION (COTTON & WADDELL),  
LLC, an Arizona limited liability company

By   
Name: Thomas J. Gamsjaeger  
Title: Manager

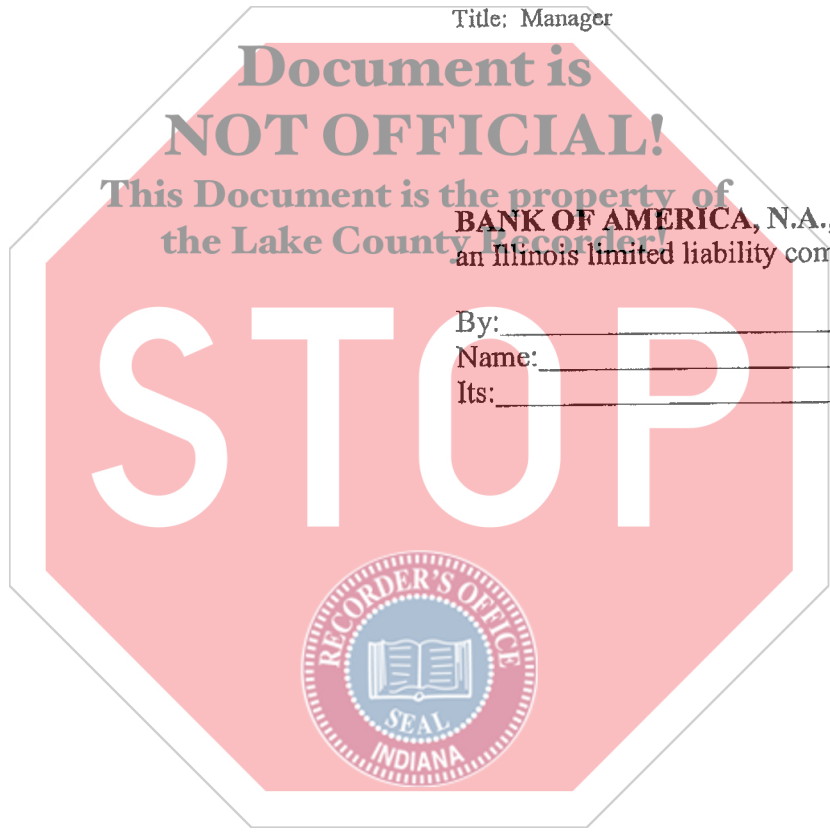
By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

INTERRA-VISION (LATHROP), LLC, a  
Delaware limited liability company

By   
Name: Thomas J. Gamsjaeger  
Title: Manager

By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

LENDER:




By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_




**INTERRA-VISION (COTTON & WADDELL),  
LLC, an Arizona limited liability company**

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**INTERRA-VISION (LATHROP), LLC, a  
Delaware limited liability company**

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

By  \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**LENDER:**



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**INTERRA-VISION (COTTON & WADDELL),  
LLC, an Arizona limited liability company**

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

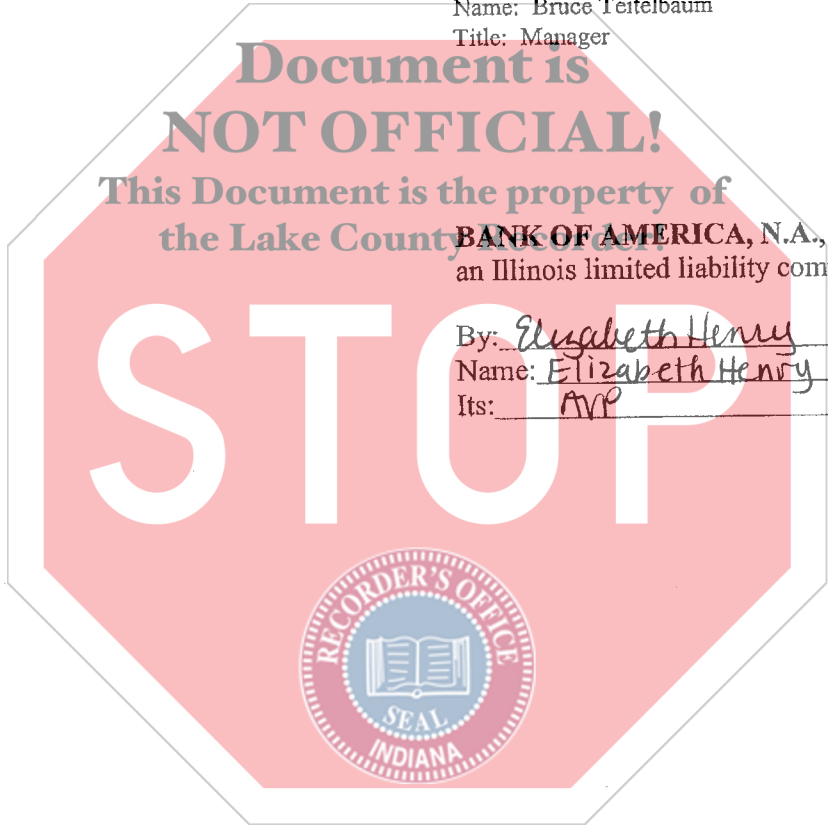
By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**INTERRA-VISION (LATHROP), LLC, a  
Delaware limited liability company**

By \_\_\_\_\_  
Name: Thomas J. Gamsjaeger  
Title: Manager

By \_\_\_\_\_  
Name: Bruce Teitelbaum  
Title: Manager

**LENDER:**

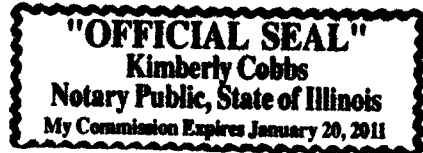


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KIMBERLY COBBS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ELIZABETH HENRY of Bank of America, N.A., who 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 06 day of March, 2009.

Kimberly Cobbs  
NOTARY PUBLIC  
(SEAL)

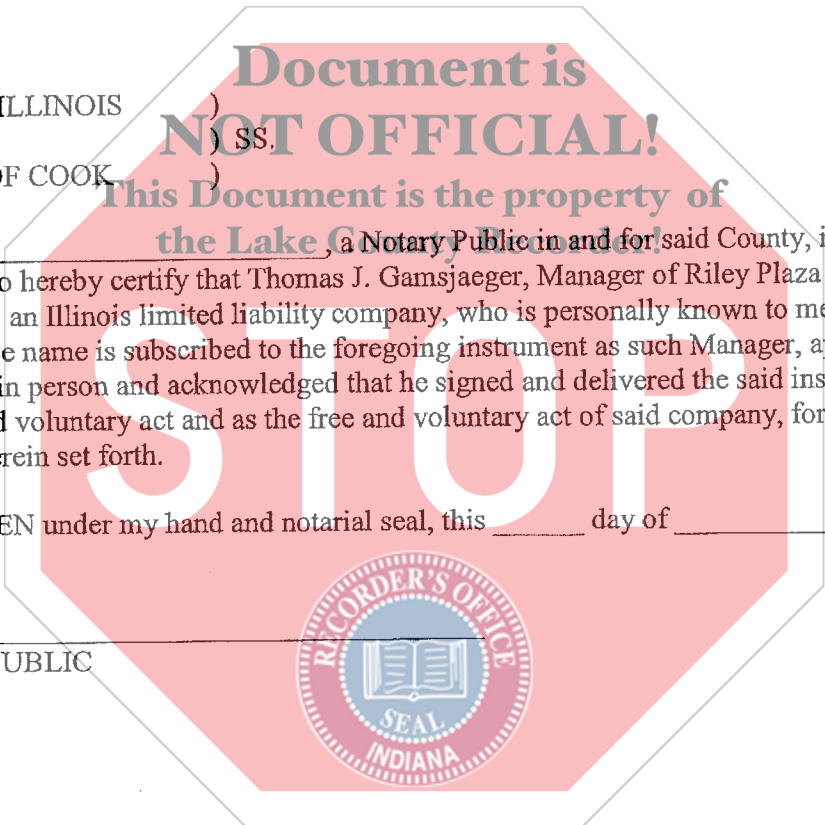


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Riley Plaza Shopping Center 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of Bank of America, N.A., who 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

I, Brianne M. Garritano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Riley Plaza Shopping Center 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2009.

Brianne M. Garritano  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Jayce Wojcik-Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Riley Plaza Shopping Center 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 2009.

Jayce Wojcik-Kasper  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Santee – MG & Magnolia), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Riley Plaza Shopping Center 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
(SEAL)

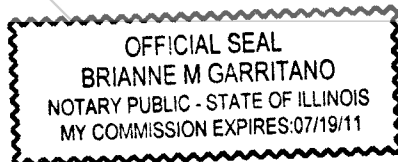
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

I, Brianne M. Garritano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Santee – MG. & Magnolia), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2009.

Brianne M. Garritano  
NOTARY PUBLIC  
(SEAL)

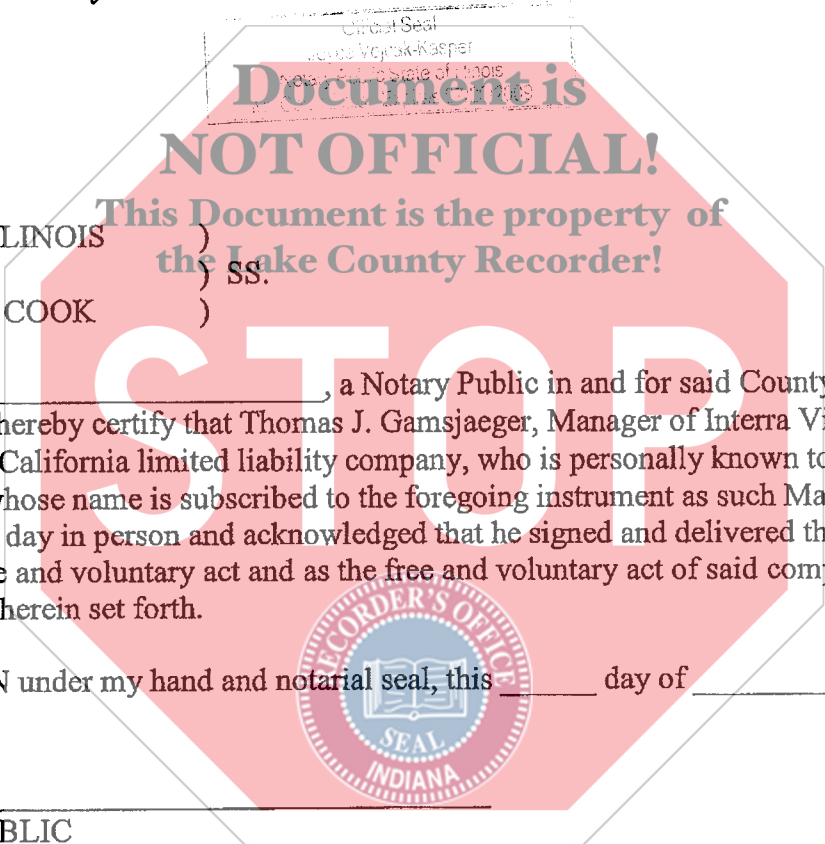


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Joyce Wojcik-Kasper a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Santee – MG & Magnolia), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2009.

Joyce Wojcik-Kasper  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Cameron Park), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

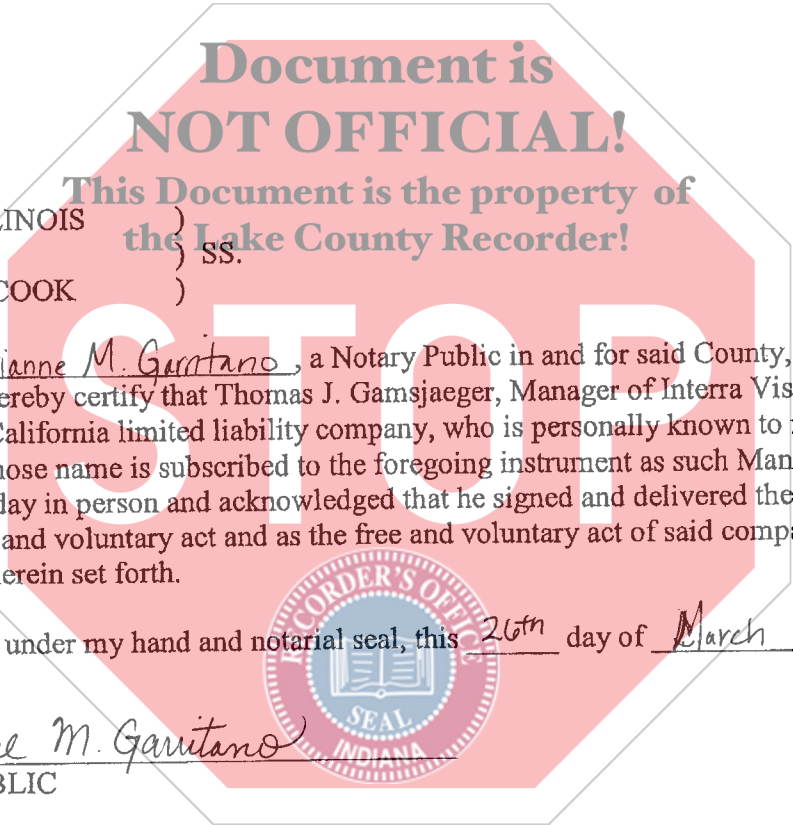
NOTARY PUBLIC  
(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Santee – MG & Magnolia), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)

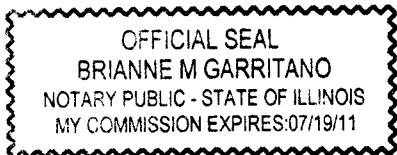


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Brianne M. Garritano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Cameron Park), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 2009.

Brianne M. Garritano  
NOTARY PUBLIC  
(SEAL)



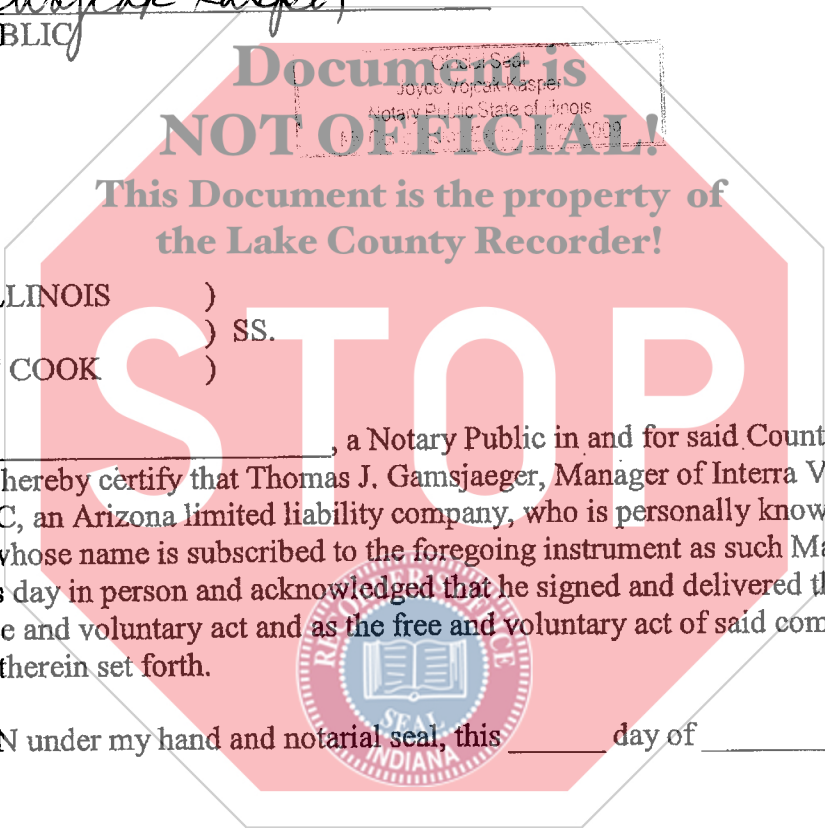


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Joyce Vorzak-Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Cameron Park), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2009.

Joyce Vorzak-Kasper  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Cotton & Waddell), LLC, an Arizona 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

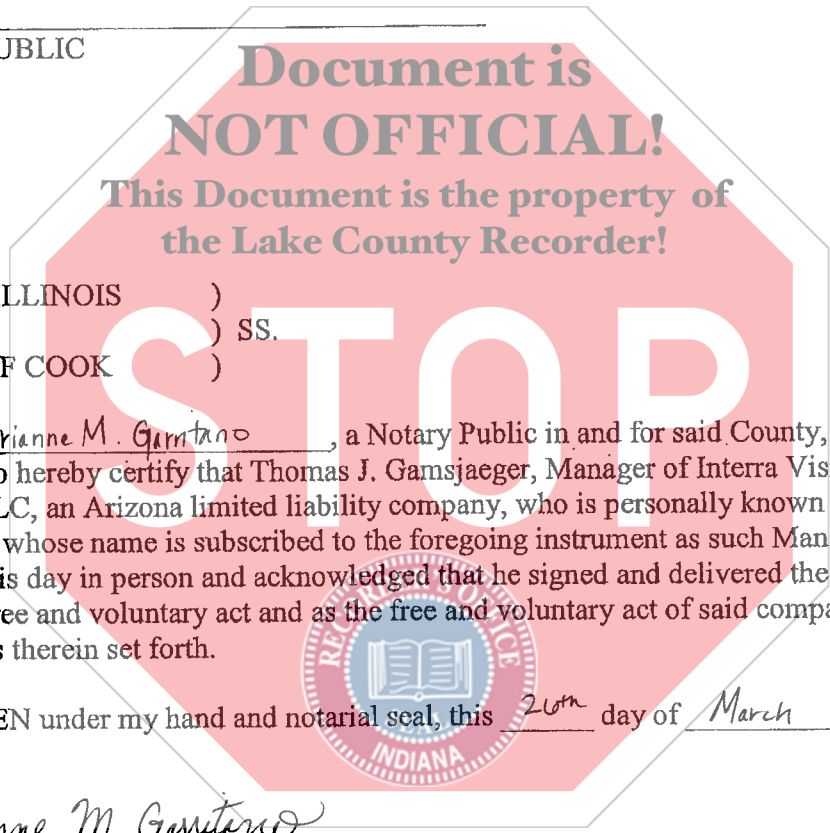
\_\_\_\_\_  
NOTARY PUBLIC  
(SEAL)

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Cameron Park), LLC, a California 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, Brianne M. Garritano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Cotton & Waddell), LLC, an Arizona 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 2009.

Brianne M. Garritano  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Jayne Wojcik-Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Cotton & Waddell), LLC, an Arizona 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24th day of March, 2009.

Jayne Wojcik-Kasper  
NOTARY PUBLIC  
(SEAL)

Original Seal  
Jayne Wojcik-Kasper  
Notary Public State of Illinois  
My Commission Expires 07/24/2009  
**Document is NOT OFFICIAL!**

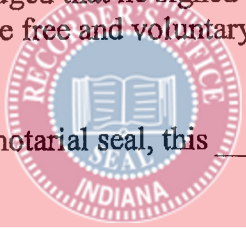
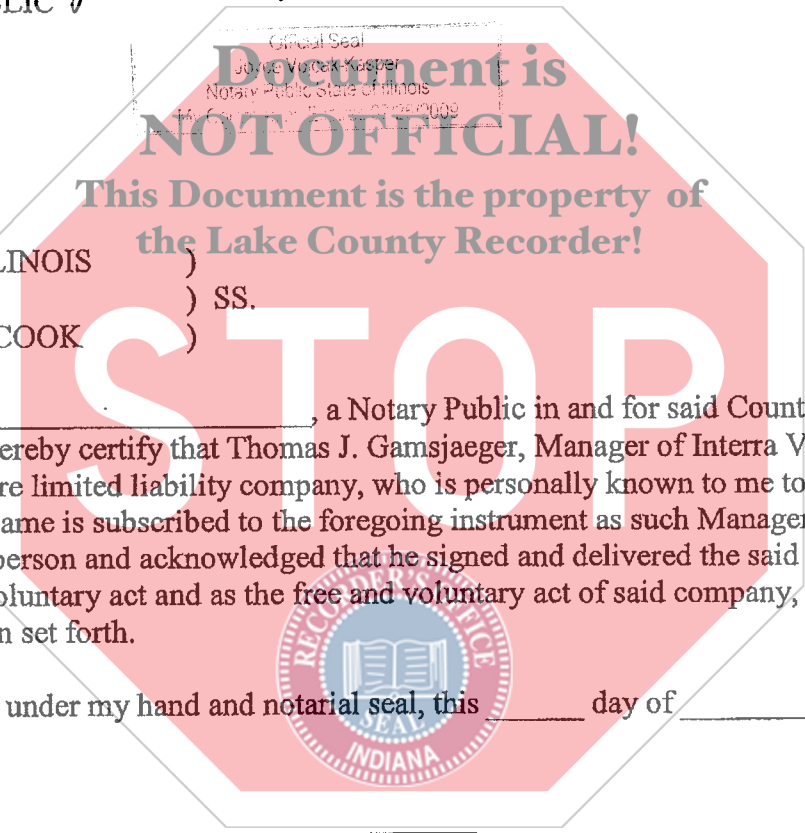
**This Document is the property of the Lake County Recorder!**

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Lathrop), LLC, a Delaware 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)

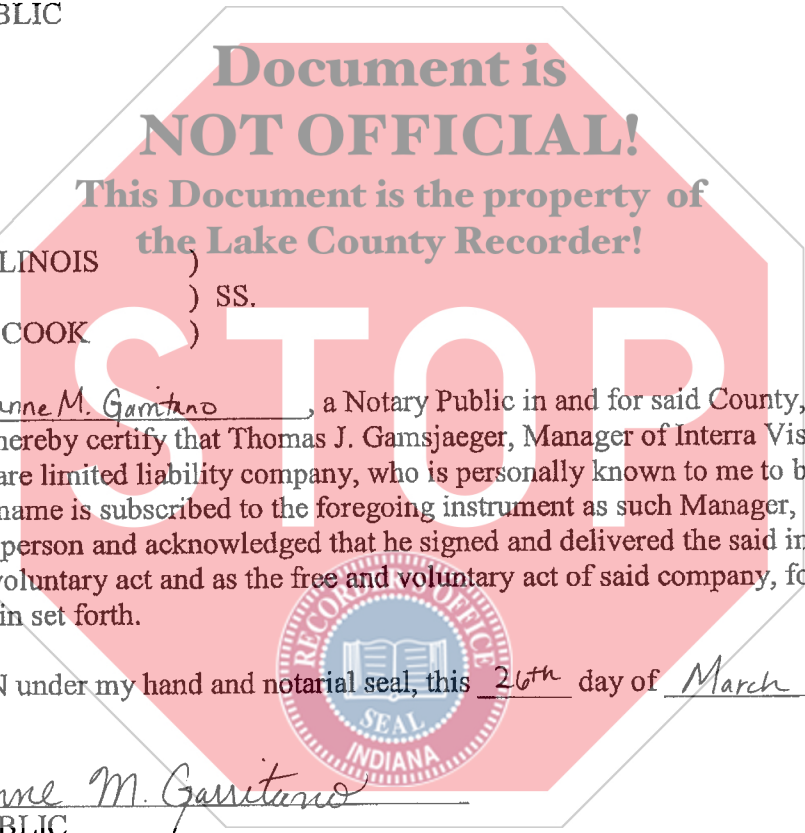


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Cotton & Waddell), LLC, an Arizona 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NOTARY PUBLIC  
(SEAL)

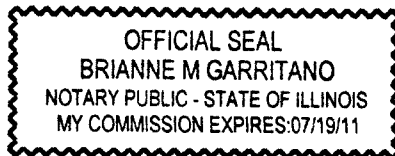


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Brianne M. Garritano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger, Manager of Interra Vision (Lathrop), LLC, a Delaware 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2009.

Brianne M. Garritano  
NOTARY PUBLIC  
(SEAL)

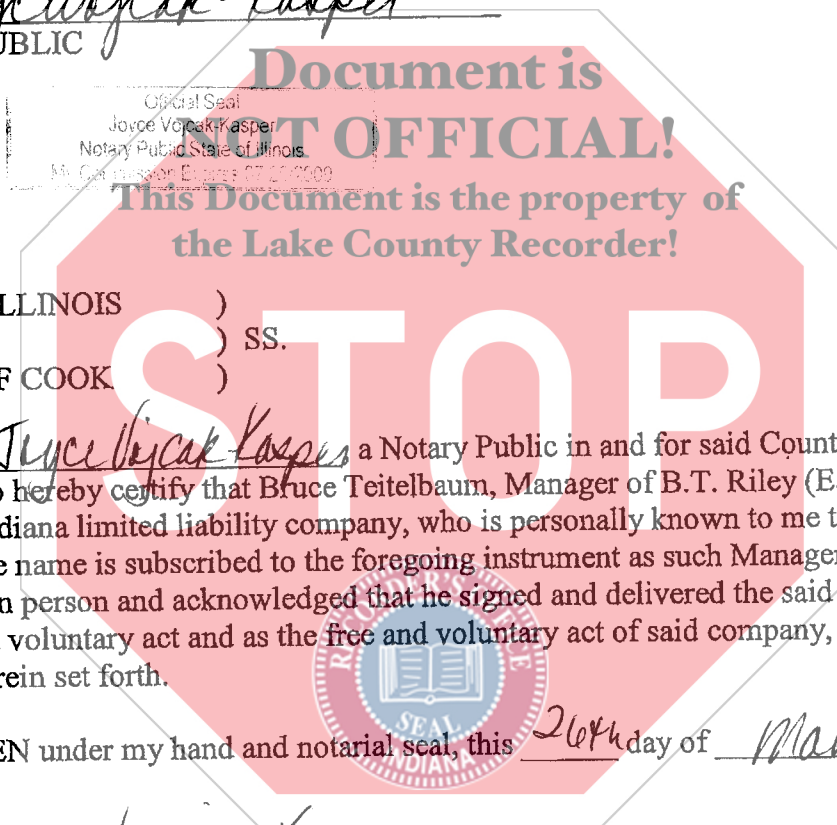


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Joyce Wojcik-Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of Interra Vision (Lathrop), LLC, a Delaware 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of March, 2009.

Joyce Wojcik-Kasper  
NOTARY PUBLIC  
(SEAL)



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

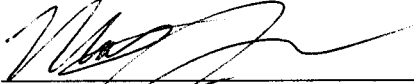
I, Joyce Wojcik-Kasper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Teitelbaum, Manager of B.T. Riley (East Chicago), L.L.C., an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 2009.

Joyce Wojcik-Kasper  
NOTARY PUBLIC  
(SEAL)



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.

  
\_\_\_\_\_  
Matthew A. Jackson



## **EXHIBIT A**

### **Riley Plaza Property**

**Parcel 1:**

Lots 13 thru 17, both inclusive, and that part of Lots 18, 41, 42, 43, 44, 45 and 46, all in Block S5, also that part of the North and South 16 foot alley in said Block 5, described as follows: Beginning at the Northwest corner of said Lot 13 in Block 5; thence South 89 degrees 59 minutes 07 seconds East, 225.83 feet along the North line of said Lots 13 and 46; thence South 0 degrees 59 minutes 19 seconds West, parallel with the West line of said Block S5, 139.82 feet; thence North 89 degrees 59 minutes 07 seconds West parallel with the said North, 225.83 feet to the West line of said Block 5; thence North 0 degrees 59 minutes 19 seconds East, along the West line of said Block 5; thence North 0 degrees 59 minutes 19 seconds East, along the West line of said Block 5, 139.82 feet to the point of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana.

**Parcel 2:**

Part of Lots 26 thru 29 in Block 4, along with that part of Olcott Avenue lying between Blocks 4 and 5, all taken as one tract, described as follows: Commencing at the Southeast corner of Lot 29 in said Block 4; thence North 89 degrees 56 minutes 12 seconds West along the South line of said Block 4, 124.03 feet more or less to the East face of a building and the point of beginning of this description; thence North 01 degrees 01 minutes 18 seconds East along said East face 95.95 feet more or less to the North face of wall between 4725 and 4739 to 4741 Indianapolis Boulevard; thence North 88 degrees 58 minutes 42 seconds West along said face of wall, 70.83 feet more or less to the West face of a building; thence South 01 degrees 01 minutes 18 seconds West along said West face 97.13 feet more or less to the South line of said Blocks 4 and 5; thence South 89 degrees 56 minutes 12 seconds East along said South line 70.84 feet to the point of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana.

**Parcel 3:**

(Easement Parcel) Easements only in favor of the insured and not others indicated as set out in the Riley Plaza Shopping Center Declaration of Reciprocal Easements and Operating Covenants, by and between Riley Plaza Shopping Center, LLC, an Illinois limited liability company, with and undivided 71% interest and B.T. Riley (East Chicago), LLC, an Indiana limited liability company, with an undivided 29% interest as tenants in common and Van Til's Real Estate, LLC, an Indiana limited liability company, dated June 30, 2008 and recorded June 30, 2008 as Document No. 2008047067, in the Office of the Recorder of Lake County, Indiana.



**EXHIBIT B**

**Interra Santee-MG Property**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 1 AND 2, IN BLOCK 11 OF SANTEE, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1484, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1912.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 15.00 FEET OF PARK AVENUE, ADJOINING SAID PROPERTY ON THE NORTH, AS CLOSED AND VACATED TO PUBLIC USE BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ON MARCH 6, 1917, A CERTIFIED COPY OF WHICH WAS FILED IN BOOK 751, PAGE 31 OF DEEDS.

PARCEL B:

LOTS 3 AND 4 IN BLOCK 11 OF SANTEE, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1484, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1912.

ALSO THAT PORTION OF THE SOUTH 15 FEET OF PARK AVENUE ADJOINING SAID LOTS ON THE NORTH AS VACATED AND CLOSED TO PUBLIC USE.

PARCEL C:

LOT 5 IN BLOCK 11 OF SANTEE, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1484, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1912.

ALSO THAT PORTION OF THE SOUTH 15 FEET OF PARK AVENUE ADJOINING SAID LOTS ON THE NORTH AS VACATED AND CLOSED TO PUBLIC USE.

PARCEL D:

LOT 6 IN BLOCK 11 OF SANTEE, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1484, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1912. ALSO THAT PORTION OF THE SOUTH 15 FEET OF PARK AVENUE, ADJOINING SAID LOT ON THE NORTH AS VACATED AND CLOSED TO PUBLIC USE.

PARCEL E:

LOTS 11 THROUGH 15 IN BLOCK 11 OF SANTEE, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1484, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1912. EXCEPTING THEREFROM THE SOUTH 11.00 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 384-105-37



**EXHIBIT C**

**Interra Cameron Park Property**

PARCELS 1, 2, 3, 10 AND 11, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M. BEING LOTS 3 AND 4 OF GOLDORADO CENTER (SUBD. G-39)", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON JULY 20, 1990, IN BOOK 42, OF PARCEL MAPS, AT PAGE 21, AS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED AUGUST 9, 1990, IN BOOK 3404 OF OFFICIAL RECORDS, AT PAGE 555; AS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED AUGUST 12, 1991 IN BOOK 3608 OF OFFICIAL RECORDS, AT PAGE 97.

APN: 083-453-06-100  
083-453-07-100  
083-453-08-100  
083-453-15-100  
083-453-16-100



**EXHIBIT D**

**Interra Cotton Property**

Lot 5, Final Plat for Prasada-Phase 2A West, recorded in the Office of the County Recorder of Maricopa County, Arizona in Book 960 of Maps, page 16;

EXCEPT RESERVING unto the Grantor all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the above-described land (the 'Mineral Estate'), provided that Grantor does reserve the right to enter upon or use the surface or any part of the subject lands above a depth of 500 feet below the surface in connection with the 'Mineral Estate' reserved by Instrument No. 2007-0969773.



**EXHIBIT E**

**Interra Lathrop Property**

PARCEL ONE:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF TRACT NO. 142, LATHROP ACRES AS SHOWN ON THAT MAP FILED IN VOLUME 11 OF MAPS AND PLATS, PAGE 136 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN JOAQUIN COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 7, SOUTH 89 DEGREES 51' 46" EAST 135.91 FEET; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 18 DEGREES 31' 39" EAST 177.08 FEET; THENCE SOUTH 71 DEGREES 43' 19" WEST 159.90 FEET; THENCE NORTH 18 DEGREES 31' 39" WEST 79.76 FEET; THENCE SOUTH 71 DEGREES 28' 21" WEST 53.63 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 658.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 51' 42" AN ARC LENGTH OF 21.38 FEET TO A POINT ON THE WEST LINE OF LOT 6 OF SAID MAPS AND PLATS; THENCE ALONG SAID WEST LINE, NORTH 17 DEGREES 26' 48" EAST 146.79 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS PURSUANT TO THE NOTICE OF LOT LINE ADJUSTMENT RECORDED OCTOBER 18, 2007 AS DOCUMENT NO. 2007-180508, SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO:

RECIPROCAL EASEMENTS FOR REASONABLE ACCESS, INGRESS AND EGRESS, AS CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 14, 2006 AS INSTRUMENT NO. 2006-239344, SAN JOAQUIN COUNTY RECORDS AND AS AMENDED AND RESTATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 16, 2008 AS INSTRUMENT NO. 2008-007319, SAN JOAQUIN COUNTY RECORDS.

APN: 196-080-08

PROPERTY COMMONLY KNOWN AS: 14835 S STRATFORD AVENUE, LATHROP, CA

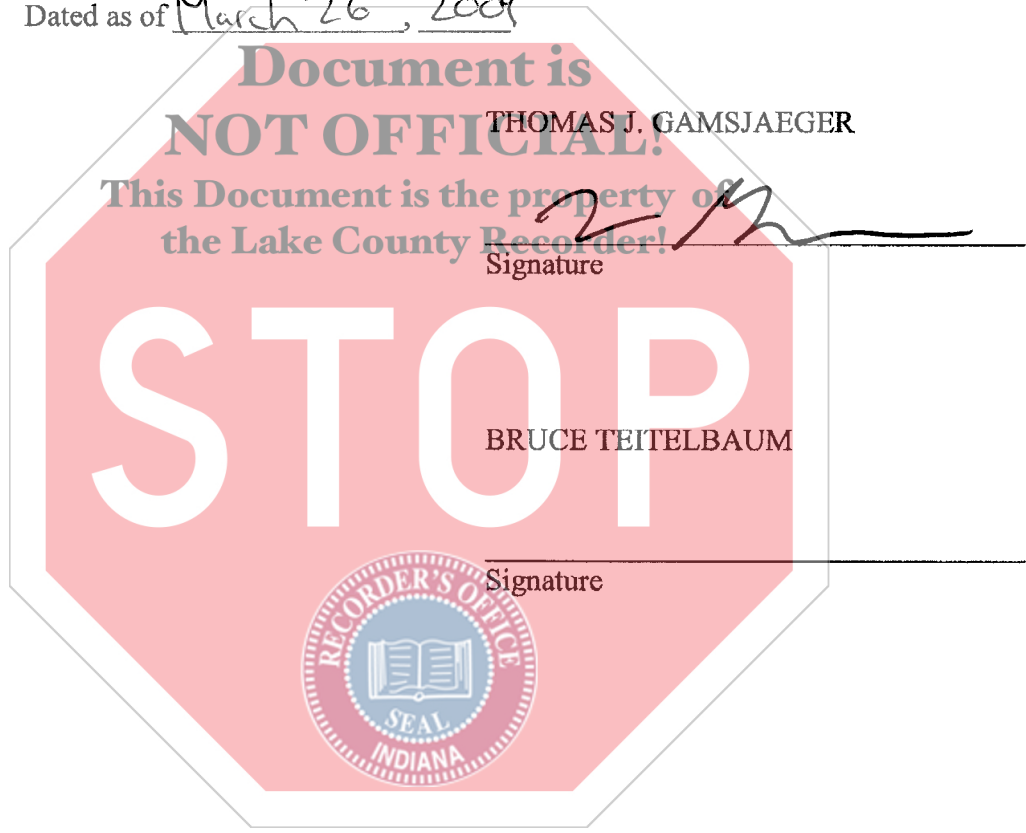


**CONSENT AND REAFFIRMATION OF GUARANTORS**

Each of the undersigned, as a guarantor of each Borrower's obligations to Lender pursuant to the applicable Guaranty, hereby (i) acknowledges and consents to the foregoing Loan Modification and Cross Collateralization Agreement, (ii) reaffirms its obligations under each of the Guaranties in favor of Lender and under any agreement under which it has granted to Lender a lien or security interest in any of its real or personal property, and (iii) confirms that such Guaranties and other agreements (if any) remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Loan Modification and Cross Collateralization Agreement.)

Although each of the undersigned has been informed of the terms of the Loan Modification and Cross Collateralization Agreement, each understands and agrees that Lender has no duty to so notify it or any other guarantor or to seek this or any future acknowledgment, consent or reaffirmation, and nothing contained herein shall create or imply any such duty as to any transactions, past or future.

Dated as of March 26, 2009



**CONSENT AND REAFFIRMATION OF GUARANTORS**

Each of the undersigned, as a guarantor of each Borrower's obligations to Lender pursuant to the applicable Guaranty, hereby (i) acknowledges and consents to the foregoing Loan Modification and Cross Collateralization Agreement, (ii) reaffirms its obligations under each of the Guaranties in favor of Lender and under any agreement under which it has granted to Lender a lien or security interest in any of its real or personal property, and (iii) confirms that such Guaranties and other agreements (if any) remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Loan Modification and Cross Collateralization Agreement.)

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Dated as of March 26, 2009.

