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This Instrument prepared by  
and after recording should be  
returned to:

2010 062457

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 OCT 27 AM 10:05

Inland Bank and Trust  
2805 Butterfield Road- Suite 200  
Oak Brook, IL 60523

MICHELLE R. FAJMAN  
RECORDER

Property Address:  
111 142<sup>nd</sup> Street  
Hammond, IN 46327

Tax Key Number(s)  
26-37-116-10

2010-3425 am inu AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") dated as of September 1, 2010 is by and among TAW Realty, L.L.C., an Illinois limited liability company ("Borrower 1"), and Al Warren Oil Company, Inc., an Illinois corporation ("Borrower 2"), and Inland Bank and Trust, an Illinois banking corporation (the "Lender") and amends the following documents:

Borrower 1 Loan Documents:

Promissory Note in the principal amount of \$727,500.00; Business Loan Agreement; Security Agreement; Mortgage recorded with the Recorder of Deeds of Lake County, State of Indiana on 9-14-10 as document number 2010-053077; and an Assignment of Rents recorded with the Recorder of Deeds of Lake County, State of Indiana on 9-14-10 as document number 2010-053078; each dated as of September 1, 2010 between Lender and Borrower 1 and/or the Indemnitor as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant thereto, collectively, the "Borrower 1 Loan Documents".

Borrower 2 Loan Documents:

Promissory Note in the original principal amount of \$9,000,000.00; Business Loan Agreement; Security Agreement; each dated as of September 1, 2010 between Lender and Borrower 2 and/or the Indemnitor as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Borrower 2 Loan Documents".

Borrower 1 and Borrower 2 are affiliates in that they share, directly or indirectly, common ownership and/or control.

Capitalized terms used herein but not otherwise defined herein shall have the same meaning as in the referenced Loan Documents (as hereinafter defined).

The parties hereto agree as follows:

**CTIC Has made an accomodation  
recording of the instrument.**  
Chicago Title Insurance Company

AMOUNT \$ 23  
CASH \_\_\_\_\_ CHARGE CT  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK CA

## AMENDMENT TO LOAN DOCUMENTS

### 1.1 Cross Collateralization / Cross Default

(i) Borrower 1 acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Borrower 1 Loan Documents secures not only the indebtedness, liabilities and obligations, howsoever arising or created, of Borrower 1 to Lender, including, but not limited to, as evidenced by the Borrower 1 Loan Documents (the "Borrower 1 Liabilities") but also any indebtedness, liabilities and obligations, howsoever arising or created, of Borrower 2 to Lender, including, but not limited to, as evidenced by the Borrower 2 Loan Documents (the "Borrower 2 Liabilities"); and (B) Lender shall not release any lien on any collateral given to secure the Borrower 1 Loan Documents unless and until all of the Borrower 1 Liabilities and the Borrower 2 Liabilities are paid in full, and (C) any "Default" or "Event of Default" (however such terms are defined) by Borrower 2 under any Borrower 2 Loan Documents shall be a default under the Borrower 1 Loan Documents.

(ii) Borrower 2 acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Borrower 2 Loan Documents secures not only the the Borrower 2 Liabilities but also the Borrower 1 Liabilities; and (B) Lender shall not release any lien on any collateral given to secure the Borrower 2 Loan Documents unless and until all of the Borrower 2 Liabilities and the Borrower 1 Liabilities are paid in full, and (C) any "Default" or "Event of Default" (however such terms are defined) by Borrower 1 under any Borrower 1 Loan Documents shall be a default under the Borrower 2 Loan Documents.

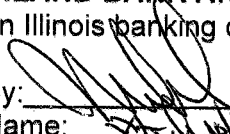
1.2 Omnibus Amendment. Each of the Borrower 1 Loan Documents and Borrower 2 Loan Documents (collectively, the "Loan Documents") shall be deemed amended to give effect to the provisions of this Amendment without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower 1, Borrower 2 and Lender acknowledge that the term "Agreements", "Documents", "Related Documents" and/or "Other Agreements" shall mean all of the Loan Documents as modified by this Amendment (and any notes, amendments and agreements delivered in connection herewith) and shall now be deemed to include this Amendment and any other documents, instruments or agreements executed in connection herewith. To the extent the terms of this Amendment are inconsistent with the terms of the Loan Documents, the provisions of this Amendment shall govern. The terms and provisions of the Loan Documents shall remain in full force and effect as modified by this Amendment.

[SIGNATURE PAGE FOLLOWS]

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

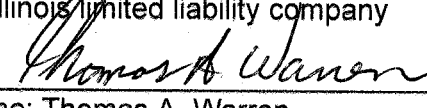
LENDER:

**INLAND BANK AND TRUST,**  
an Illinois banking corporation

By:   
Name: J. G. G. G.  
Title: SUB

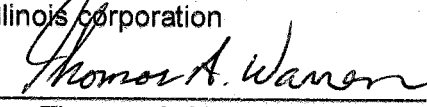
BORROWER 1:

TAW Realty, L.L.C.,  
an Illinois limited liability company

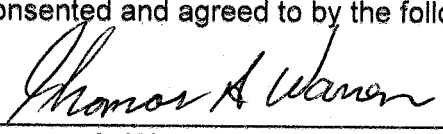
By:   
Name: Thomas A. Warren  
Title: Member

BORROWER 2:

Al Warren Oil Company, Inc.  
an Illinois corporation

By:   
Name: Thomas A. Warren  
Title: President

The foregoing Amendment dated September 1, 2010 among Lender and Borrowers is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrowes:

  
Thomas A. Warren, an individual

Borrower 1

THE STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On this 1<sup>st</sup> day of September, 2010, before me appeared Thomas A. Warren, to me personally known, who being by me duly sworn, did say that he is the Member of TAW Realty, L.L.C., and that said instrument was signed on behalf of said company by authority of Thomas A. Warren and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Barbara S. Fleming  
Notary Public

My Commission Expires:

04-26-2014



Borrower 2

THE STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

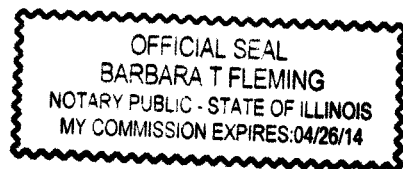
On this 1<sup>st</sup> day of September, 2010, before me appeared Thomas A. Warren, to me personally known, who being by me duly sworn, did say that he is the President of Al Warren Oil Company, Inc., and that said instrument was signed on behalf of said company by authority of Thomas A. Warren and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Barbara S. Fleming  
Notary Public

My Commission Expires:

04-26-2014



Lender

THE STATE OF ILLINOIS )  
 )

COUNTY OF COOK )

On this 1<sup>st</sup> day of September, 2010, before me appeared Michael J. Graf, to me personally known, who being by me duly sworn, did say that s/he is a Senior VP of Inland Bank & Trust, and that said instrument was signed on behalf of said company by authority of said \_\_\_\_\_ and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

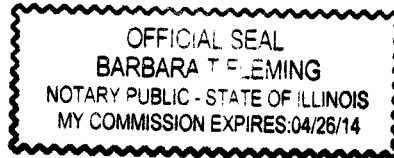
Barbara S. Fleming  
Notary Public

My Commission Expires:

04-26-2014

Guarantor Individual

THE STATE OF ILLINOIS )  
  )  
COUNTY OF COOK                              )



On this 1<sup>st</sup> day of September, 2010, before me appeared Thomas A. Warren, to me personally known, who being by me duly sworn, did say that said instrument was signed by him/her as the free act and deed of said person.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Barbara S. Fleming  
Notary Public

My Commission Expires:

04-26-2014

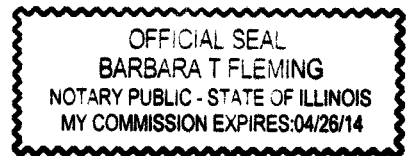


EXHIBIT A  
Legal Description

PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 25, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE 66 FOOT WIDE DEARBORN AVENUE AND THE NORTH LINE OF THE 66 FOOT WIDE 142ND STREET; THENCE RUNNING WEST, ALONG THE NORTH LINE OF 142ND STREET, A DISTANCE OF 368.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH, PARALLEL WITH THE WEST LINE OF DEARBORN AVENUE, A DISTANCE OF 331.60 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF 142ND STREET, A DISTANCE OF 348.78 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 25 (INDIANA-ILLINOIS STATE LINE); THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 364.59 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE CENTER LINE OF 142ND STREET; THENCE EAST, ALONG THE WESTERLY EXTENSION OF THE CENTER LINE OF 142ND STREET, A DISTANCE OF 344.39 FEET, MORE OR LESS, TO A POINT 33 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH, PARALLEL WITH THE WEST LINE OF DEARBORN AVENUE, A DISTANCE OF 33.0 FEET TO THE PLACE OF BEGINNING, ALL IN HAMMOND, LAKE COUNTY, INDIANA.

TAX KEY NO: 26-37-116-10

COMMONLY KNOWN AS: 111 142<sup>nd</sup> STREET, HAMMOND, INDIANA 46327