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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 MAY 18 AM 9:42

MICHELLE R. FAJMAN  
RECORDER

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**SECOND MODIFICATION OF LOAN DOCUMENTS**

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 12 day of April, 2011, by and among CHASE STREET INDUSTRIAL CENTER, L.L.C., an Illinois limited liability company ("Borrower"), ROBERT J. BOBB, individually ("Guarantor") and HARRIS N.A., a national banking association, as assignee of the Federal Deposit Insurance Corporation as Receiver for AMCORE Bank, N.A., (together with its successors and assigns, "Lender").

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

**RECITALS:**

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of January 31, 2008, between Borrower and Lender ("Initial Loan Agreement").

B. The Loan is evidenced by a Promissory Note dated January 31, 2008, made payable by Borrower to the order of Lender in the principal amount of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) ("Initial Note").

C. The Initial Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 31, 2008, from Borrower to Lender and recorded with the Recorder of Deeds in Lake County, Indiana ("Recorder's Office") on February 6, 2008 as Document No. 2008008537 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon, legally described on Exhibit A hereto ("Property"), (ii) an Assignment of Rents and Leases dated as of January 31, 2008 from Borrower to Lender recorded with the Recorder's Office on February 6, 2008 as Document No. 2008008538 ("Assignment"), (iii) that certain Environmental Indemnity

CHIGAGO TITLE INSURANCE COMPANY

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Agreement dated as of January 31, 2008 from Borrower and Guarantor to Lender ("Indemnity Agreement"); and (iv) certain other loan documents.

D. The Note is further secured by a Guaranty of Payment dated as of January 31, 2008, from Guarantor to Lender ("Initial Guaranty").

E. On or about October 10, 2008, Borrower, Guarantor and Lender entered into a Loan Modification Agreement ("First Modification") whereby the parties agreed to, among other things, grant Borrower an additional loan in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Additional Loan"). In connection therewith, Borrower executed and delivered to Lender (a) that certain Promissory Note ("Additional Note") of even date therewith, made payable by Borrower to the order of Lender in the principal amount of the Additional Loan, and (b) that certain unconditional Guaranty of Payment ("Additional Guaranty") dated as of October 10, 2008, made by Guarantor in favor of Lender.

F. Pursuant to the Initial Guaranty, Borrower is required to make a monthly deposit into Borrower's operating account with Lender in an amount equal to Twenty-Eight Thousand Five Hundred Seventy-One and 00/100 Dollars (\$28,571.00) (each such deposit, a "Cash Collateral Deposit"). Upon receipt of each Cash Collateral Deposit, Lender transfers the amount of said deposit to a collateral account held by Lender and pledged as additional collateral for the Loan ("Cash Collateral Account"). As of the date hereof, the balance of the Cash Collateral Account (as defined in the Initial Guaranty) is One Million Two Thousand Nine Hundred Fifty-Six and 83/100 Dollars (\$1,002,956.83).

G. Borrower has heretofore paid-in-full the Additional Loan.

H. Hereinafter, the Initial Loan Agreement, First Modification and this Agreement are referred to collectively as the "Loan Agreement". All capitalized terms used but not specifically defined herein shall have the respective meanings set forth in the Loan Agreement.

I. On or about January 28, 2011, Borrower and Lender entered into that certain Change in Terms Agreement ("First Amended Note"), pursuant to which Borrower and Lender agreed to extend the maturity date of the Initial Loan to April 20, 2011.

J. Borrower desires to further amend the Loan Documents in order to, among other things, (i) further extend the maturity date of the Loan to April 30, 2014 (the "Extension") and (ii) modify the existing interest rate and payment structure of the Loan. In connection therewith, Borrower will execute and deliver to Lender a Second Amended and Restated Promissory Note of even date herewith, made payable by Borrower to the order of Lender in the principal amount of Eleven Million Ninety-Nine Thousand Five Hundred Eighty-Eight and 08/100 Dollars (\$11,099,588.08) ("Second Amended Note").

K. Hereinafter, the Initial Note, First Amended Note and Second Amended Note are referred to collectively as the "Note"; the Loan Agreement, Note, Mortgage, Assignment, Indemnity Agreement, Guaranty (hereinafter defined) and all other documents evidencing, securing or guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents".

L. Borrower has heretofore leased a portion of the Property ("Chicago Steel Leased Premises") to Chicago Steel, pursuant to the terms and conditions of a Lease Agreement dated as of January 1, 2008, by and between Chicago Steel and Borrower ("Chicago Steel Lease"). The Chicago Steel Lease expires by its own terms on March 31, 2016 ("Chicago Steel Lease Expiration Date").

**AGREEMENTS:**

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

1. **Additional Documents.** In connection with and as a condition precedent to the Extension and this Agreement, Borrower shall execute and deliver to Lender (or cause to be executed and delivered to Lender) the following items:

(a) Second Amended and Restated Promissory Note dated of even date herewith, made payable by Borrower to the order of Lender in the principal amount of Eleven Million Ninety-Nine Thousand Five Hundred Eighty-Eight and 08/100 Dollars (\$11,099,588.08);

(b) Amended, Restated and Reaffirmed Guaranty made by Guarantor in favor of Lender ("Reaffirmed Guaranty") (hereinafter the Initial Guaranty and the Reaffirmed Guaranty are referred to collectively as the "Guaranty");

(c) Such other documents as may be required by Chicago Title Insurance Company ("Title Company") in order to issue a date-down endorsement to policy number 620080305, issued by the Title Company; and

(d) Such other documents as may be required by Lender in order to effectuate the terms and provisions of this Agreement, the Note and the other Loan Documents, as modified hereby.

2. **Maturity Date.** The Maturity Date of the Loan is extended to April 30, 2014 ("Maturity Date"). Any reference in the Note, the Loan Agreement or any other Loan Document to the Maturity Date shall mean and refer to April 30, 2014.

3. **Release of Balance in Cash Collateral Account.** In connection with the Extension, and provided all conditions precedent to Lender's obligations hereunder have been satisfied, Lender will release to Guarantor the current balance of Cash Collateral Account. Upon releasing said funds to Guarantor, Borrower or any other person or entity as directed by Borrower or Guarantor, Guarantor's payment obligations under the Guaranty shall be as set forth in Exhibit A to thereto. For the avoidance of doubt, upon the release of the balance of the Cash Collateral Account as aforesaid, the limitation on Guarantor's Payment Obligations (as defined in the Initial Guaranty) under the Guaranty shall revert back to Three Million and 00/100 Dollars (\$3,000,000.00) and shall adjust from time to time as set forth in Exhibit A thereto.

4. **Principal and Interest.** Principal and interest shall be due and payable as set forth in the Note.

5. **Insurance Escrow.** Borrower shall deposit with Lender, on the first day of each month until the Loan is paid-in-full, an amount reasonably determined by Lender to be sufficient to pay all premiums for insurance on the Property as required pursuant to Section 6 of the Mortgage. So long as no Event of Default shall exist, Lender shall, at its option, pay such premiums when the same become due and payable (upon submission of appropriate bills therefore from Borrower) or shall release sufficient funds to Borrower to pay such premiums. If the funds so deposited are insufficient to pay any such premiums when the same become due and payable, Borrower shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such premiums in full. If the funds so deposited exceed the amount required to pay such premiums for any applicable period, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. Lender, in making any payment hereby authorized relating to insurance premiums, may do so according to any bill, statement or estimate procured from the appropriate insurance agent or agency without inquiry into accuracy of such bill, statement or estimate.

6. **Financial Reporting.** In addition to any financial reporting requirements set forth in the Loan Documents, and except as modified hereby, Borrower shall deliver or cause to be delivered to Lender the following:

(a) **Quarterly Financial Statements.** As soon as available, but in any event not later than thirty (30) days after the end of each calendar quarter, copies of Borrower's internally prepared quarterly financial statements, certified by its chief financial officer and otherwise in form and substance reasonably satisfactory to Lender;

(b) **Annual Financial Statements.** As soon as available, but in any event not later than ninety (90) days after year's end, copies of Borrower's internally prepared annual financial statements;

(c) **Tax Returns.** As soon as available, but in any event not later than ten (10) days after filing, copies of Borrower's and Guarantor's filed annual federal income tax returns;

(d) **Personal Financial Statement.** As soon as available, but in any event not later than ninety (90) days after year's end, an updated personal financial statement for Guarantor in form and substance reasonably satisfactory to Lender;

(e) **Quarterly Rent Roll.** As soon as available, and in any event not later than thirty (30) days after the end of each calendar quarter, a quarterly rent roll for the Property;

(f) **New Leases; Lease Amendments.** As soon as available, and in any event not less than five (5) days after receipt thereof by Borrower, (i) a copy of any amendment, modification or renewal of any existing lease with respect to the Property, and (ii) a copy of any new lease for any portion of the Property;

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

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

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

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

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

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

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

8. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 620080305 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

9. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor does not have any claims or defenses to the enforcement of the rights and remedies of Lender thereunder. In addition, Guarantor hereby expressly and unconditionally waives, releases, and discharges any and all rights or claims under the Illinois Sureties Act, 740

ILCS 155/0.01 et. seq. ("Illinois Sureties Act"), and further acknowledges and agrees that Lender has no duty or obligation to Guarantor under the Illinois Sureties Act.

10. **Commitment Fee; Expenses.**

(a) **Commitment Fee.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender a Commitment Fee in the amount of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) ("Commitment Fee").

(b) **Expenses.** As a condition precedent to the agreements contained herein, and in addition to the Commitment Fee, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses, *provided, however*, that Borrower's liability for the payment of Lender's attorneys' fees in connection with the preparation and negotiation of this Agreement and the other loan documents being prepared and negotiated in connection herewith shall not exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

11. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a joint venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such

prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement", the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's and Guarantor's obligations under this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Loan Documents dated as of the day and year first above written.

**LENDER:**

**HARRIS N.A.,**  
a national banking association, as assignee  
of the Federal Deposit Insurance  
Corporation, Receiver for AMCORE Bank,  
N.A.

By: *[Signature]*  
Name: Bence Koffman  
Title: VP Business Banking

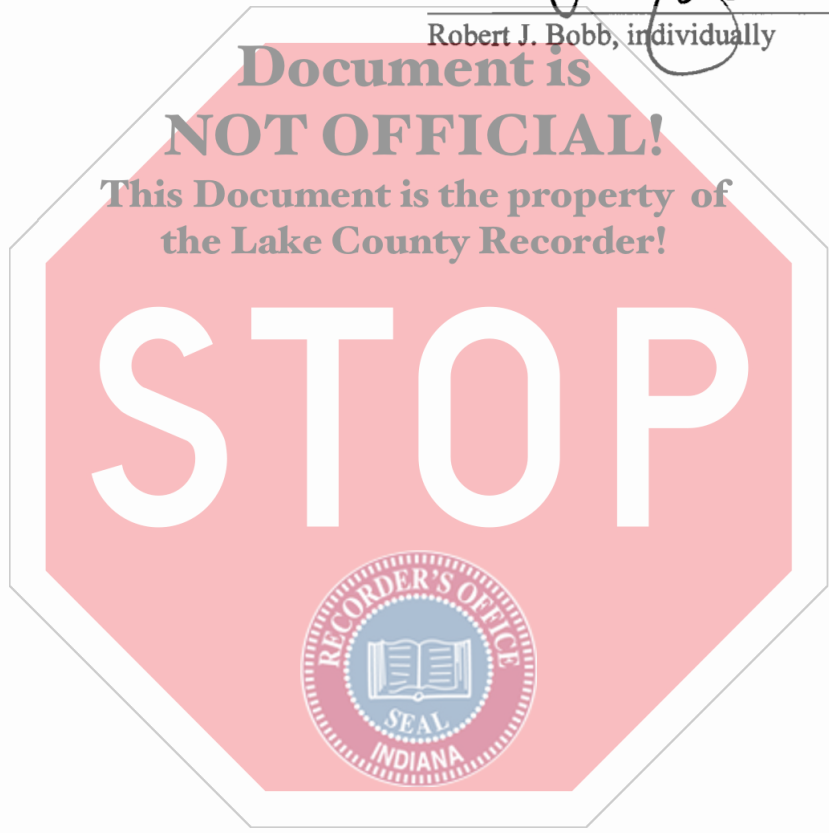
**BORROWER:**

**Chase Street Industrial Center, L.L.C.,** an  
Illinois limited liability company

By: *[Signature]*  
Robert J. Bobb, Manager

**GUARANTOR:**

*[Signature]*  
Robert J. Bobb, individually





IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Loan Documents dated as of the day and year first above written.

**LENDER:**

**HARRIS N.A.,**  
a national banking association, as assignee  
of the Federal Deposit Insurance  
Corporation, Receiver for AMCORE Bank,  
N.A.

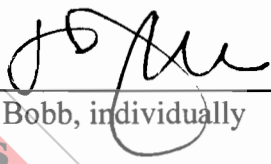
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**Chase Street Industrial Center, L.L.C.,** an  
Illinois limited liability company

By: \_\_\_\_\_  
Robert J. Bobb, Manager

**GUARANTOR:**

\_\_\_\_\_   
Robert J. Bobb, individually



STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Bobb, the Manager of Chase Street Industrial Center, L.L.C., 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 Manager, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12<sup>th</sup> day of April, 2011.

Catherine S McNamara  
NOTARY PUBLIC

(SEAL)  
Document is NOT OFFICIAL!  
"OFFICIAL SEAL"  
Catherine S McNamara  
Notary Public, State of Illinois  
My Commission Expires 2/20/2015  
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss  
This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Bobb, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12<sup>th</sup> day of April, 2011.

Catherine S McNamara  
NOTARY PUBLIC  
RECORDER'S OFFICE  
INDIANA  
(SEAL)

"OFFICIAL SEAL"  
Catherine S McNamara  
Notary Public, State of Illinois  
My Commission Expires 2/20/2015

STATE OF ILLINOIS        )  
  )    ss  
COUNTY OF Kane        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce Kauffman, the Vice President of HARRIS N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, 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 Officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15 day of April, 2011.

Sarah Watson  
NOTARY PUBLIC

(SEAL)

OFFICIAL SEAL  
SARAH WATSON  
Notary Public - State of Illinois  
My Commission Expires Nov 16, 2014



**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE CENTER LINE OF CHASE STREET, A DISTANCE OF 101.00 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 15 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD (FORMERLY THE GARY AND WESTERN RAILROAD), A DISTANCE OF 40 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, A DISTANCE OF 1,477.86 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,473.32 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 15 SECONDS EAST, A DISTANCE OF 1,459.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CHASE STREET, A DISTANCE OF 1474.72 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED IN RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN CHASE STREET INDUSTRIAL CENTER, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND CHASE STREET INDUSTRIAL CENTER, II, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, DATED OCTOBER 31, 1997 AND RECORDED FEBRUARY 25, 1998 AS DOCUMENT NO. 98013396, RECIPROCAL EASEMENTS IN, TO, OVER, UNDER AND ACROSS THE FOLLOWING REAL ESTATE:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF FIFTH AVENUE, ON THE SOUTH BY THE NORTH LINE OF THE RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD, FORMERLY GARY AND WESTERN RAILWAY; AND ON THE EAST BY THE WEST LINE OF CHASE STREET; EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND LOCATED IN THE NORTHEAST CORNER OF SAID ABOVE TRACT AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF FIFTH AVENUE (80 FEET) WITH THE WEST LINE OF CHASE STREET (80 FEET); THENCE WEST ALONG THE SOUTH LINE OF FIFTH AVENUE 125 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF CHASE STREET, 125 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF FIFTH AVENUE, 125 FEET TO THE WEST LINE OF CHASE STREET; THENCE NORTH ALONG THE WEST LINE OF CHASE STREET 125 FEET TO