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2012 DEC 20 AM 10:07

MICHAEL R. HAJMAN
RECORDER

Samuel E Tipton & Susan A
Tipton

MainSource Bank
2105 N SR 3 Bypass
Greensburg, IN 47240

MainSource Bank
201 N Broadway St
Greensburg, IN 47240

("Mortgagee")

("Mortgagor" whether one or more)

100042977

Return to:

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 18th day of July, 2007, recorded the 16th day of , October, 2007, in the Office of the Recorder of Lake County, Indiana, as Document No. 2007 082115 (herein the "Mortgage"), is hereby amended as follows:

Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 5 on page 2 of the Mortgage in the original principal amount of \$4,000,000.00 and dated the 18th day of July, 2007 (herein the "Note") has been modified as follows:

If checked, the following are applicable to, but do not limit, this Mortgage Modification Agreement:

- Extension.** The maturity date of the Note has been extended to the 30th day of November, 2013, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

The Mortgagor further agrees as follows:

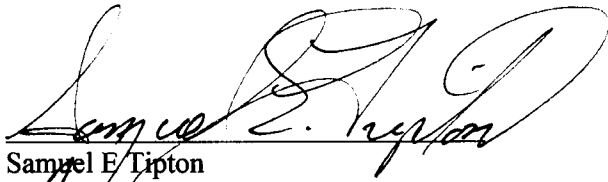
All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Modification Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

This Mortgage Modification Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.

148 23-
328 255
328 418
420
E

This Mortgage Modification Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 20 day of November, 2012.


Samuel E Tipton


Susan A Tipton

MAINSOURCE BANK

By: _____

STATE OF INDIANA)

COUNTY OF LAKE)

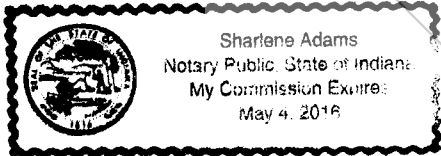
)
) ss
)


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

STOP

ACKNOWLEDGMENT

Before me, a notary public in and for the said County and State, personally appeared Samuel E Tipton and Susan A Tipton, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 20 day of November, 2012.




NOTARY PUBLIC, Residing in
Porter County, Indiana

My commission expires: 5-4-16

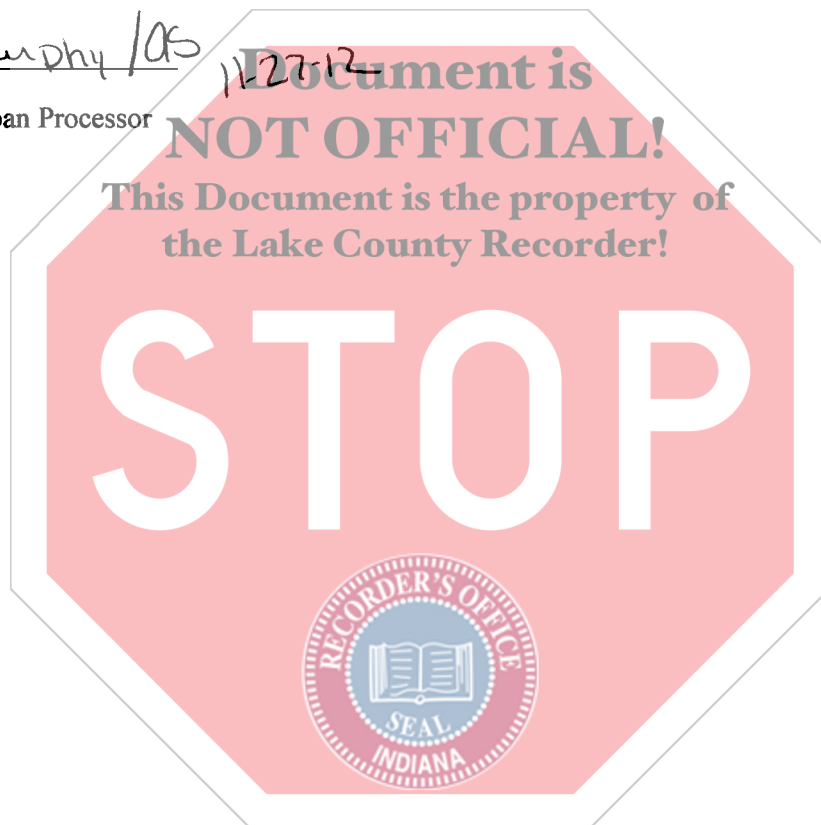
THIS INSTRUMENT PREPARED BY:

Susan Murphy
Doc Processor - Commercial Loans
MainSource Bank
201 North Broadway
Greensburg, IN 47240

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Susan Murphy /as
Susan Murphy
Documentation Loan Processor

11/27/12



Attachment "A"

Chicago Decking, Inc, Chicago Roof Deck, LLC, Chicago Steel Construction LLC, CSC Industrial, LLC, Lone Oak Properties, LLC, Northwest Associates, LLC, and Nevada West Equipment, LLC - Borrowers

Borrowers shall provide annual tax returns within 30 days of filing, but in no event later than June 30th of each year.

Borrowers shall also provide annual CPA- Audited financial statements in sufficient detail to determine assets, liabilities, contingent liabilities, and adequacy of income to meet debt service requirements in no event later than June 30th of each year.

Borrowers shall also provide monthly Internally - Prepared financial statements in sufficient detail to determine assets, liabilities, contingent liabilities, and adequacy of income to meet debt service requirements in no event later than 30th of each month and must be submitted as a consolidated statement including all co-borrowing entities.

Borrowers shall also provide monthly Contracts in process report, in no event later than the 15th of each month

Guarantors shall provide annual tax returns within 30 days of filing, but in no event later than June 30th of each year. Guarantors shall also provide annual personal financial statements in sufficient detail to determine assets, liabilities, contingent liabilities, and adequacy of income to meet debt service requirements in no event later than June 30th of each year.

Failure by any Obligor to comply with all financial reporting requirements within the specified time frame shall result in a 2% increase in the applicable interest rate in effect until required information is provided.

The Borrower shall provide to Bank a Borrowing Base Certificate properly executed by an Officer of the Borrower in form and substance satisfactory to the Bank. The Borrower shall provide no later than the 30th day after the end of each month (a) an end of month balance sheet, and (b) an Accounts Receivable Aging & Listing Report, detailed by the Current, Future, 1-30 Day, 31-60 Day, 61-90 Day, over 90 Day and Other Accounts Receivable portion of each customer's accounts receivable, and (c) any other documentation necessary to substantiate said Borrowing Base Certificate. Interim Borrowing Base Certificates may be required at any time if borrowings exceed the prior month's total borrowing base, and Borrower agrees to provide as such.

A. Accounts Receivable: Eligible Accounts Receivable as determined by Bank shall normally be deemed to be all Current accounts (specifically, those accounts aged less than 90 days from billing statement). Accounts Receivable due to Borrower from any government entity and/or

arising from the practice of medicine shall not be subject to the above standards, but shall be evaluated on their own merits, based upon industry practices. All intercompany receivables shall be excluded from the calculation. The advance rate applied to all Eligible Accounts Receivable shall not exceed 70%.

B. Costs in Excess of Billing represents the amount of cost incurred in excess of the amount billed on each job. For example if the Chicago Group spent 50% of the estimated cost for a job but only billed 35% of the contract amount they would have excess billing (under billing in this case) for the other 15%. The advance rate applied to costs in excess of billing shall not exceed 70% with a maximum allowable amount of \$500,000.00. Billings in excess of costs will be netted against costs in excess of billing prior to application of the advance rate.

If the Borrowing Base Certificate calculations result in a deficiency, whereby borrowing base availability is less than the outstanding balance of the related indebtedness with Bank, thereby resulting in an "out of compliance" position with Bank, the Borrower shall have up to 10 days to satisfactorily cure said deficiency. Failure to cure said deficiency and restore compliance with pre-defined Borrowing Base within the 10 day cure period and/or failure to provide said Borrowing Base Certificate along with all requisite supporting information may result in loan default, thereby affording Bank all available rights and remedies as defined within the terms of all related loan documents.

Borrowers agree to establish and maintain its primary depository relationship with Lender for as long as this or any other loan is due and outstanding with Lender.

Borrowers agree to maintain a minimum Debt Service Coverage Ratio = 1.25 to 1.0 to be calculated annually beginning with fiscal year-end December 31st, as follows: $(\text{Net Income} + \text{Interest Expense} + \text{Depreciation Expense} + \text{Amortization Expense})$ divided by $(\text{Annual Term debt payments} + \text{Interest Expense on Short-term Notes Payable})$, all defined in accordance with GAAP.

Borrowers agree to maintain a minimum Tangible Net Worth of not less than \$6,000,000.00, to be calculated annually at period-end, December 31st as follows: $\text{Net Worth} - \text{Intangible Assets} - \text{Accounts Receivable and/or Notes Receivable from Shareholders and/or Related Parties} + \text{Subordinated Notes Payable to Shareholders and/or Related Parties}$.

Borrowers agree to maintain Working Capital in an amount not less than \$4,500,000.00, to be calculated Annually at period-end, December 31st as follows: $(\text{Current Assets as defined in accordance with GAAP, excluding Accounts Receivable and/or Notes Receivable from Shareholders and/or Related Parties})$ minus $(\text{Current Liabilities as defined in accordance with GAAP, including any Non-Subordinate Notes Payable to Shareholders and/or Related Parties})$.