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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. LEWIS
RECORDER

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Bryan Cave LLP
161 N. Clark St., Ste. 4300
Chicago, Illinois 60601



Permanent Tax Index Number[s]:

See Exhibit "A"

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Property Address:

See Exhibit "A"

FORBEARANCE AND SIXTH MODIFICATION AGREEMENT

THIS FORBEARANCE AND SIXTH MODIFICATION AGREEMENT (this "Agreement") is made as of the 19th day of March, 2013, but effective as of the 8th day of March, 2013, by **PREMIER DEVELOPMENT PARTNERS, LLC**, an Indiana limited liability company ("Borrower"), **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, its successors and assigns (the "Lender"), and **JOSHUA LYBOLT** and **RICHARD J. LEWANDOWSKI** (together, the "Guarantor").

RECITALS:

A. Lender made a loan to Borrower in the original principal amount of Three Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$3,950,000.00) (the "Loan").

B. The Loan is evidenced by that certain Secured Non-Revolving Draw Note dated as of December 8, 2006 (as amended, restated, renewed or replaced from time to time, the "Note") executed by Borrower and made payable to the order of Lender in the maximum principal amount of the Loan and due on December 8, 2008 (the "Original Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Note or of any other document or instrument now or hereafter given to evidence or secure the payment of the Note or delivered to induce Lender to disburse the proceeds of the Loan.

The Loan is secured by that certain Real Estate and Construction Mortgage, Assignment of Rents and Security Agreement (Financing Statement) dated as of December 8, 2006 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage")

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made by Borrower, in favor of Lender, recorded in the Lake County, Indiana Recorder of Deeds on December 10, 2006 as Document No. 2006109602, and which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto (the "Property"); and those certain other loan documents (each in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. Joshua Lybolt and Richard J. Lewandowski each guaranteed the Loan pursuant to those certain Continuing Guaranty Agreements dated as of December 8, 2006 (collectively, the "Guaranty").

D. The Parties hereto agreed to extend the Original Maturity Date of the Loan to December 8, 2009 (the "First Extended Maturity Date") via that certain Secured Promissory Note Commercial Variable Rate Renewal Note dated as of December 8, 2008 (the "First Renewal Note").

E. The Parties hereto agreed to extend the First Extended Maturity Date of the Loan to December 8, 2010 (the "Second Extended Maturity Date") via that certain Secured Promissory Note Commercial Variable Rate Renewal Note dated as of December 8, 2009 (the "Second Renewal Note"), which had an option to extend the Second Extended Maturity Date to December 8, 2011. That option was exercised, which extended the Second Extended Maturity Date to December 8, 2011.

F. The Parties hereto agreed to extend the Second Extended Maturity Date of the Loan to February 8, 2012 (the "Third Extended Maturity Date") via that certain Forbearance and Third Modification Agreement dated December 22, 2011, which was recorded in the Lake County, Indiana Recorder of Deeds on February 3, 2012 as Document No. 2012009103.

G. The Parties hereto agreed to extend the Third Extended Maturity Date of the Loan to December 8, 2012 (the "Fourth Extended Maturity Date") via that certain Forbearance and Fourth Modification Agreement dated March 22, 2012, which was recorded in the Lake County, Indiana Recorder of Deeds on April 18, 2012 as Document No. 2012025635.

H. The Parties hereto agreed to extend the Fourth Extended Maturity Date of the Loan to March 8, 2013 (the "Maturity Date") via that certain Forbearance and Fifth Modification Agreement dated December 13, 2012, which was recorded in the Lake County, Indiana Recorder of Deeds on January 10, 2013 as Document No. 2013002075 (the "Fifth Modification").

I. Borrower acknowledges that a Default has occurred under the Loan Documents and that it has breached certain terms contained in the Loan Documents and requests forbearance of certain of its defaults under the Note as more fully set forth herein.

J. In exchange for certain commitments from the Borrower, Lender agrees to forbear for a period expiring on June 7, 2013.

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 covenants and agreements

contained herein, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All terms not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage.

2. **Principal Balance of the Loan.** As of the date hereof (and following the Application of the Loan Modification Fee as described in Section 5 below), the principal balance of the Loan is Seven Hundred Eighty Seven Thousand Six Hundred Fifty Eight and 65/100 Dollars (\$787,658.65). All references to the Loan in the Loan Documents shall mean Seven Hundred Eighty Seven Thousand Six Hundred Fifty Eight and 65/100 Dollars (\$787,658.65).

3. **Maturity Date.** Subject to the terms and conditions of this Agreement the Maturity Date of the Loan is hereby extended to June 7, 2013. All references in the Loan Documents to Maturity Date shall mean June 7, 2013.

4. **Sixth Renewal Note.** Concurrent with the delivery of this Agreement, Borrower will deliver to Lender a Secured Promissory Note Commercial Variable Rate Sixth Renewal Note (the "Sixth Renewal Note") in the original principal amount of Seven Hundred Eighty Seven Thousand Six Hundred Fifty Eight and 65/100 Dollars (\$787,658.65).

5. **Application of Loan Modification Fee.** Lender shall apply the Loan Modification Fee (as defined within the Fifth Modification and currently held by Lender) to reduce the outstanding principal balance of the Loan.

6. **Interest Reserve.** Concurrent with the execution and delivery of this Agreement, Borrower shall fund the "Reserve Account" (as described in Section 5 of the Sixth Renewal Note) held by Lender in an amount equal to Twelve Thousand and 00/100 Dollars (\$12,000.00) (the "Reserve Funds"). Lender will utilize said funds, in its sole and absolute discretion, to pay principal and interest and any other monies owed on the Loan in accordance with the terms of the Sixth Renewal Note. At such time that the Reserve Account has been fully exhausted, all principal and interest and any other monies owed thereunder shall be payable by Borrower when due out of their own funds. In the event of an Event of Default, Lender shall have the right to immediately apply the Reserve Funds to any outstanding amounts due by Borrower, in its sole discretion.

7. **Deposit Account.** Concurrent with the execution and delivery of this Agreement, Borrower shall deliver to Lender an Amended and Restated Deposit Account Pledge and Control Agreement dated as of even date herewith (the "Amended and Restated Deposit Account Pledge and Control Agreement"), pursuant to which Borrower shall deposit the Reserve Funds into the Reserve Account. The Reserve Funds will be held and disbursed in accordance with the Amended and Restated Deposit Account Pledge and Control Agreement.

8. **Taxes.** Borrower shall provide to Lender evidence that all taxes now due and owing and related to the Property have been paid in full. Borrower shall submit said evidence, the sufficiency of which shall be determined by Lender in its sole discretion, concurrent with the execution and delivery of this Agreement. Borrower's failure to comply with the terms of this section shall constitute an automatic default under this Agreement.

9. **Invoices.** Borrower shall provide to Lender evidence that all outstanding invoices (including, but limited to, all outstanding legal and appraisal invoices) related to the Property have been paid in full. Borrower shall submit said evidence, the sufficiency of which shall be determined by Lender in its sole discretion, by the earlier to occur of the following: i) the closing of the Sale of the Property; or ii) April 15, 2013. Borrower's failure to comply with the terms of this section shall constitute an automatic default under this Agreement.

10. **Copy of the Sale Contract.** Concurrent with the execution and delivery of this Agreement, Borrower shall provide to Lender a copy of the sale contract for the Property (the "**Purchase Contract**"). Borrower's failure to comply with the terms of this section shall constitute an automatic default under this Agreement.

11. **Forbearance.**

(a) **Forbearance of Existing Default.** Borrower hereby acknowledges that it is in Default under the terms of the Loan Documents for among other things, its failure to pay the loan in full at maturity (collectively, the "**Existing Default**"). Subject to the terms and conditions set forth in this Agreement, Lender hereby agrees to forbear from exercising the rights and remedies available to Lender as a result of the Existing Default (including, but not limited to the right to declare any or all of the Indebtedness to be immediately due and payable) from the date hereof through the Maturity Date (as extended, the "**Forbearance Period**"). Lender's agreement to forbear from exercising its rights and remedies as provided for herein applies only to the Existing Default. If, during the Forbearance Period, there shall occur or exist any other condition which constitutes or could, with the giving of notice or the passing of time, constitute an Event of Default under any of the Loan Documents, or if Borrower violates any provision of this Agreement or fails to perform any obligation hereunder, then Lender shall be entitled to exercise any of its rights and remedies provided for in this Agreement or any of the other Loan Documents and its agreement to forbear shall terminate.

(b) **Acknowledgment of Existing Default.** Borrower hereby acknowledges the Existing Default and agrees that Borrower is in default under the Loan Documents. Borrower agrees that Lender has the right to declare that an Event of Default exists and, among the remedies therefore, declare the outstanding amount of the Loan immediately due and payable in full based on the Existing Default. Borrower further acknowledges and agrees that (a) there are no offsets, defenses or counterclaims to the payment of all of the indebtedness of Borrower to Lender and (b) nothing in this Agreement constitutes a waiver of Lender's right to demand payment in full of the Loan based on the Existing Default or upon the occurrence of any other circumstance constituting or giving rise to the existence of an Event of Default.

12. **Expenses.** As a condition precedent to the agreements contained herein, 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.

13. **Ratification.** Except as amended hereby, the Loan Documents and all Schedules, Exhibits and attachments thereto are hereby ratified and confirmed in all respects and remain in

full force and effect. All representations and warranties set forth in the Loan Documents are hereby restated as of the date hereof.

14. **Reservation of Rights.** Borrower acknowledges and agrees that the execution and delivery by Lender of this Agreement shall not be deemed to create a course of dealing or otherwise obligate Lender to give similar agreements in the future.

15. **Reaffirmation of Guaranty.** Guarantor hereby 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 has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

16. **Security.** All Loan Documents creating, evidencing and/or perfecting Lender's security interest in the Collateral shall remain in full force and effect and shall secure the Indebtedness, as amended hereby. At any time and from time to time, upon the reasonable request of Lender and at the sole expense of Borrower, Borrower will promptly execute and deliver such further instruments and documents, and take such further actions as Lender may reasonably request, for the purpose of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted to Lender under the Loan Documents.

17. **Release.** Borrower and Guarantor hereby expressly and collectively covenant, promise, agree and represent to the Lender that they have no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to Loan Documents or any action taken or not taken by the Lender with respect thereto or with respect to the Collateral (as defined in the Agreement). Without limiting the generality of the foregoing, Borrower and Guarantor hereby collectively release and forever discharge the Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents. Borrower and Guarantor agree that they shall not now or hereafter institute, maintain, or assert, either directly or indirectly, any claim, demand, right, or cause of action, known or unknown, that has accrued or could have been made or brought at any time up to and including the date of this Agreement against Lender or its Subsidiaries, affiliates, officers, directors, employees, or agents, past or present, arising out of, or claimed to have arisen out of, any past or present relationship, whether contractual or otherwise, between Borrower and Lender, including without limitation, any claim arising out of or relating to the lending relationship between Borrower and Lender, any Loan Documents relating thereto, and this Agreement. This release may be pleaded as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit, or other proceeding or testimony that may be instituted by Borrower or Guarantor in breach of this release.

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

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

(b) Other than the Existing Defaults identified above, there is currently no Event of Default or Unmatured Default under 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 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 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) 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.

19. 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 merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower 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 venturer or partner of or in any way associated

with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledge 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 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 "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to 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.

20. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower and ML 300 that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower and ML 300, which information includes the name and address of Borrower and ML 300, and such other information that will allow Lender to identify Borrower and ML 300 in accordance with the Act. In addition, Borrower and ML 300 shall each (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or ML 300 as applicable, or any subsidiary of Borrower or ML 300 as applicable, is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Forbearance and Sixth Modification Agreement dated as of the day and year first above written.

BORROWER

PREMIER DEVELOPMENT PARTNERS, LLC, an Indiana Limited Liability Company

By: [Signature]
Name: Joshua Lybolt
Title: Managing Member

STATE OF Indiana)
) ss.
COUNTY OF Lake)

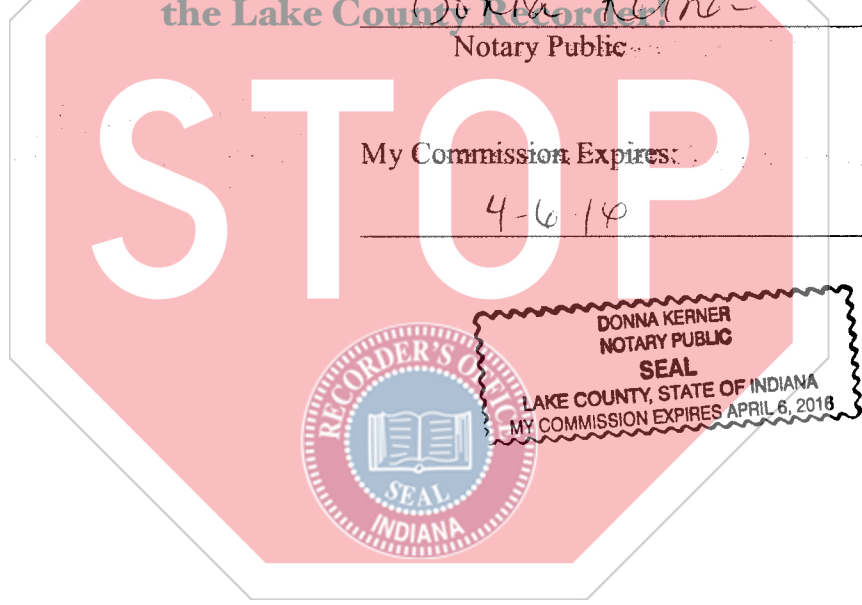
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua Lybolt, Managing Member of Premier Development Partners, LLC, an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 18th day of March, 2013.

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

Donna Kerner
Notary Public

My Commission Expires: 4-6-14



GUARANTORS

Joshua Lybolt
Joshua Lybolt

Richard J. Lewandowski

STATE OF Indiana)
) ss.
COUNTY OF Lake)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua Lybolt, 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 18th day of March, 2013.

Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder!
My Commission Expires: 4-6-14

STATE OF _____)
) ss.
COUNTY OF _____)

DONNA KERNER
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 6, 2016

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Lewandowski, 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND P.M. IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING: PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, SITUATED IN LAKE COUNTY, STATE OF INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 58 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 230.54 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 25 DEGREES 57 MINUTES 16 SECONDS WEST A DISTANCE OF 541.38 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, SAID POINT BEING NORTH 00 DEGREES 45 MINUTES 45 SECONDS WEST A DISTANCE OF 482.67 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 00 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 352.40 FEET TO A POINT; THENCE SOUTH 25 DEGREES 57 MINUTES 16 SECONDS EAST A DISTANCE OF 936.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, THENCE NORTH 88 DEGREES 58 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 168.33 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, AND ALSO EXCEPTING THE NORTH 250.00 FEET OF THE EAST 871.20 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10, LAKE COUNTY, INDIANA.

