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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL B. BROWN  
RECORDER

Joseph Q. McCoy, Esq.  
Bryan Cave LLP  
161 N. Clark St., Ste. 4300  
Chicago, Illinois 60601

*This space reserved for Recorders use only.*

**Permanent Tax Index Number[s]:**

See Exhibit "A"

**Property Address:**

See Exhibit "A"

**FOURTH MODIFICATION OF LOAN DOCUMENTS**

Document is NOT OFFICIAL!  
THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 24<sup>th</sup> day of October, 2014, but effective as of the 21<sup>st</sup> day of September, 2014, by and between R. STORAGE, INC., an Indiana corporation ("R. Storage"), SCOTT REDER, an individual ("Reder"), and KURT KOPACK, an individual ("Kopack") (collectively, the "Borrower"), and FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation (together, with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, on or about March 14, 2008, Lender made a loan to R. Storage in the amount of Two Million Four Hundred Eighty Nine Thousand Five Hundred and No/Dollars (\$2,489,500.00) (the "Loan") to finance the acquisition of certain real property located in Merrillville, Indiana and legally described on the attached Exhibit A (the "Real Property");

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of March 21, 2008, unless otherwise noted: 1) that certain Secured Non-Revolving Note (the "Original Note") made by R. Storage payable to Lender in the amount of Two Million Four Hundred Eighty Nine Thousand Five Hundred and No/Dollars (\$2,489,500.00) and due on March 21, 2010 (the "Original Maturity Date"); 2) that certain Real Estate and Construction Mortgage, Assignment of Rents and Security Agreement made by R. Storage for the benefit of Lender (as amended, restated, modified or supplemented and in effect from time to time, the

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“Mortgage”) and recorded March 27, 2008 as Document No. 2008021848 in the Lake County, Indiana Recorder of Deeds; 3) that certain Construction Loan Agreement, made by and between R. Storage and Lender, covering the Real Property (as amended, restated, modified or supplemented and in effect from time to time, the “Loan Agreement”); and 4) any and all other documents and instruments given at that time to evidence and secure the Loan.

WHEREAS, the parties restructured the Loan by entering into that certain Modification Agreement to Secured Non-Revolving Note, dated March 21, 2010 (the “Modification Agreement”), pursuant to which R. Storage delivered the following to Lender, each dated as of March 21, 2010, unless otherwise noted: 1) that certain Secured Non-Revolving Draw Note (“Draw Note”) in the amount of One Million Two Hundred Seventy Two Thousand Five Hundred and No/100 Dollars (\$1,272,500.00); 2) that certain Secured Term Note in the amount of One Million One Hundred Sixty Five Thousand and No/100 Dollars (\$1,165,000.00) (“Term Note”) (the Draw Note and the Term Note are sometimes collectively referred to herein as the “Note”); 3) that certain Commercial Guaranty executed by Reder (the “Reder Guaranty”); and 4) that certain Commercial Guaranty executed by Kopack (the “Kopack Guaranty”);

WHEREAS, the Modification Agreement extended the Original Maturity Date under the Loan Documents to September 21, 2012 (the “Extended Maturity Date”);

WHEREAS, the parties entered into that certain Modification of Loan Documents and Forbearance Agreement dated as of November 1, 2012, but effective as of September 21, 2012 (the “First Modification”) and recorded November 14, 2012 as Document No. 2012080057 in the Lake County, Indiana Recorder of Deeds, to, among other things, extend the Extended Maturity Date under the Loan Documents to September 21, 2013 (the “Second Extended Maturity Date”);

WHEREAS, the parties entered into that certain Second Modification of Loan Documents and Forbearance Agreement dated as of October 16, 2013, but effective as of September 21, 2013 (the “Second Modification”) and recorded November 18, 2013 as Document No. 2013086046 in the Lake County, Indiana Recorder of Deeds, to, among other things, extend the Second Extended Maturity Date under the Loan Documents to March 21, 2014 (the “Third Maturity Date”);

WHEREAS, the parties entered into that certain Third Modification of Loan Documents and Forbearance Agreement dated as of March 14, 2014, but effective as of March 21, 2014 (the “Third Modification”) and recorded July 19, 2014 as Document No. 2014035047 in the Lake County, Indiana Recorder of Deeds, to, among other things: (i) extend the Third Extended Maturity Date under the Loan Documents to September 21, 2014 (the “Maturity Date”); (ii) include Kopack and Reder as Borrowers under the Loan; and (iii) terminate the Kopack Guaranty and Reder Guaranty, respectively;

WHEREAS, the Original Note, Mortgage, Loan Agreement, Modification Agreement, Draw Note, Term Note, First Modification, Second Modification, Third Modification and such

other documents delivered or executed in connection with the Loan, as amended, restated or replaced from time to time, are collectively referred to herein as the "Loan Documents"; and

WHEREAS, Borrower has requested that the Lender enter into this Agreement upon the terms and conditions set forth herein.

#### 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. **Affirmation of Recitals / Definitions.** Borrower agrees that the Recitals set forth above are true and correct. The Recitals are incorporated herein by this reference. Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.
2. **Principal Balance of the Draw Note.** As of the Effective Date, the outstanding principal balance under the Draw Note is Seven Hundred Four Thousand Fifty Nine and 37/100 Dollars (\$704,059.37).
3. **Principal Balance of the Term Note.** As of the Effective Date, the outstanding principal balance under the Term Note is One Million Sixty Nine Thousand Seven Hundred Forty and No/100 Dollars (\$1,069,740.00).
4. **Third Amended and Restated Secured Term Note.** Concurrent with the execution and delivery of this Agreement, Borrower will deliver to Lender that certain "Third Amended and Restated Secured Term Note" with an effective date of September 21, 2014, in the principal amount of Seven Hundred Four Thousand Fifty Nine and 37/100 Dollars (\$704,059.37).
5. **Fourth Amended and Restated Secured Term Note.** Concurrent with the execution and delivery of this Agreement, Borrower will deliver to Lender that certain "Fourth Amended and Restated Secured Term Note" with an effective date of September 21, 2014, in the principal amount of One Million Sixty Nine Thousand Seven Hundred Forty and No/100 Dollars (\$1,069,740.00).
6. **Maturity Date.** The Maturity Date shall be March 21, 2015. Any reference in the Loan Documents to the "Maturity Date" shall mean March 21, 2015.
7. **Financial Requirements.** The Borrower represents and warrants that the financial statements for the Borrower previously submitted to the Lender are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Borrower and do not contain any untrue statement of a material fact or omit to state a fact material to such

financial statements. No material adverse change has occurred in the financial condition of the Borrower from the dates of said financial statements until the date hereof. Borrower shall provide the following financial information concerning the Borrower or the Real Property in a form acceptable to Lender, including, but limited to:

(a) as soon as available, but no later than one hundred twenty (120) days after the end of the calendar year, an updated personal financial statement of each of Kopack and Reder, which statements shall include verification of liquidity and a complete real estate schedule;

(b) as soon as available, but no later than one hundred twenty (120) days after the end of the calendar year, R. Storage's company-prepared financial statement and rent roll for the Real Property for the period ended, prepared and certified as true and correct by R. Storage's chief financial officer or other officer or person acceptable to Lender; and

(c) as soon as available, but no later than thirty (30) days after filing (subject to extensions granted by the appropriate taxing authority), a copy of federal and state income tax returns for each of R. Storage, Kopack and Reder.

8. **Taxes.**

(a) Borrower shall continue to fund the escrow account for payment of all tax charges relating to the Real Property (the "Tax Escrow Account"). Borrower shall fund the Tax Escrow Account on the 15<sup>th</sup> calendar day of each month in the amount of Four Thousand Four Hundred Thirty One and 30/100 Dollars (\$4,431.30). Upon receipt of a tax bill, Borrower shall timely submit to Lender any applicable tax bill, which upon receipt, Lender will disperse funds from the Tax Escrow Account, to the extent that there is funds available to cover said taxes. Upon the occurrence of an Event of Default under the Loan Documents, Lender shall have the right to immediately apply any funds in the Tax Escrow Account to any outstanding amounts due by Borrower, in its sole discretion. Notwithstanding the foregoing, Borrower shall remit to Lender all past due tax escrow payments in an amount not less than Three Thousand Two Hundred and No/100 Dollars (\$3,200.00) concurrent with the execution and delivery of this Agreement.

(b) Borrower agrees and acknowledges that any funds in the Tax Escrow Account in excess of the amount necessary to pay tax charges relating to the Real Property due and owing as of November 10, 2014, shall be used toward redeeming that certain real property identified by tax parcel number 45-12-18-176.023.000-03 ("Tax Parcel"). In the event the Tax Escrow Account is insufficient to pay the redemption costs for the Tax Parcel, Borrower shall remit to Lender any and all additional funds required on or before October 31, 2014.

9. **Tax Reserve Account.** Concurrent with the execution and delivery of this Agreement, Borrower shall establish a "Tax Reserve Account" to held by Lender in accordance with the Deposit Account Pledge and Control Agreement (Tax Reserve) (as defined in Paragraph

11 below). Beginning October 20, 2014, Borrower shall fund the Tax Reserve Account monthly in an amount equal to One Thousand Six Hundred and No/100 Dollars (\$1,600.00) (the “Tax Reserve Pledged Funds”) no later than the twentieth (20<sup>th</sup>) day of each calendar month. The Tax Reserve Account shall serve as additional collateral for the Loan. Upon the occurrence of an Event of Default under the Loan Documents, Lender shall have the right to immediately apply the Tax Reserve Pledged Funds to any outstanding amounts due by Borrower, in its sole discretion. For the avoidance of doubt, Borrower shall continue to fund the Tax Escrow Account as set forth in Paragraph 8 hereof.

10. **Debt Service Reserve Account.** Borrower shall continue to fund that certain “Debt Service Reserve Account” to held by Lender in accordance with the Deposit Account Pledge and Control Agreement (as defined in Paragraph 11 of the Third Modification). Concurrent with the execution and delivery of this Agreement, Borrower shall fund the Debt Service Reserve Account monthly in an amount equal to Two Thousand and No/100 Dollars (\$2,000.00) (the “Debt Service Pledged Funds”) no later than the fifth (5<sup>th</sup>) day of each calendar month. The Debt Service Reserve Account shall serve as additional collateral for the Loan. Upon the occurrence of an Event of Default under the Loan Documents, Lender shall have the right to immediately apply the Debt Service Pledged Funds to any outstanding amounts due by Borrower, in its sole discretion. For the avoidance of doubt, Borrower shall continue to remit monthly principal and interest payments in accordance with Section 4 of the Third Amended and Restated Secured Term Note and the Fourth Amended and Restated Secured Term Note, respectively.

11. **Deposit Account Pledge and Control Agreement (Tax Reserve).** Concurrent with the execution and delivery of this Agreement, Borrower shall deliver to Lender a Deposit Account Pledge and Control Agreement (the “Deposit Account Pledge and Control Agreement (Tax Reserve)”), pursuant to which Borrower shall deposit the Tax Reserve Pledged Funds into the Tax Reserve Account. The Tax Reserve Pledged Funds will be held and disbursed in accordance with the Deposit Account Pledge and Control Agreement (Tax Reserve).

12. **Amendment to the Loan Agreement.** Section 7.5 of the Loan Agreement is hereby deleted in its entirety with the following replaced in its stead:

“7.5 **Dividends, Redemptions and Other Payments.** Purchase, redeem, or otherwise retire any partnership interest or limited liability interest, or apply or set apart any of its assets therefor, or make any other distribution (by reduction of capital or otherwise) in respect to any such interest, or make any redemption or principal payment or prepayment on account of Subordinated Debt or any prepayment (other than regular, scheduled, mandatory payments) of Funded Debt, or agree to do any of the foregoing. Notwithstanding the foregoing, Borrower shall not make any dividends to its shareholders without the prior written consent of Lender, to be granted or withheld in Lender’s sole and absolute discretion.”

13. **Amendment to the Loan Documents.** All Loan Documents are hereby amended to the extent necessary to be consistent with the foregoing amendments as stated herein.

14. **Success Fee.** Borrower agrees to pay to lender a non-refundable success fee in an amount equal to Fifteen Thousand and N/100 Dollars (\$15,000.00)(the "Success Fee"). Lender agrees to waive the Success Fee if Borrower pays all amounts due and owing on the Loan on or before the Maturity Date.

15. **Representations and Warranties.** Borrower hereby represents, warrants and covenants to Lender that:

(a) **Authorization.** Borrower is duly authorized to execute and deliver this Agreement and all deliveries required hereunder, and is and will continue to be duly authorized to borrow monies under the Mortgage, as amended hereby, and to perform its obligations under the Loan Agreement Mortgage and the other Loan Documents.

(b) **No Conflicts.** The execution and delivery of this Agreement and all deliveries required hereunder, and the performance by Borrower of its obligations under the Mortgage, the Loan Agreement and the other Loan Documents do not and will not conflict with any provision of law or of the charter or bylaws of Borrower or of any agreement binding upon Borrower.

(c) **Validity and Binding Effect.** This Agreement, the Mortgage, the Loan Agreement and the other Loan Documents are a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(d) **No Events of Default.** As of the date hereof, other than as set forth herein, no default or Event of Default under the Mortgage, the Loan Agreement or the other Loan Documents has occurred or is continuing, which default(s) has/have not been waived by Lender.

(e) **Warranties.** As of the date hereof the representations and warranties in the Mortgage, the Loan Agreement and the other Loan Documents are true and correct as though made on such date, except where a different date is specifically indicated.

16. **Additional Representations and Warranties.** Borrower hereby makes the following additional representations and warranties:

(a) Borrower has not made an assignment for the benefit of creditors.

(b) Borrower has reviewed this Agreement with Borrower's independent legal advisors as to the advisability of making the agreements, waivers, and releases provided for herein, and with respect to the advisability of executing this Agreement, and with respect to the meaning and operation of every waiver contained herein.

(c) Neither Lender, nor any officer, agent, employee, representative servicer, or attorney of or for Lender, has made any statement or representation to Borrower regarding any fact relied upon in entering into this Agreement and Borrower acknowledges and agrees that Borrower has not relied upon any statement, representation or promise of any other party or of any officer, agent, employee, representative, servicer, or attorney for Lender, in executing this Agreement, or in making the agreements, amendments and releases provided for herein.

(d) Borrower has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining hereto as Borrower deems necessary.

(e) No representation, warranty or statement of Borrower in this Agreement contains or will contain any untrue statement of a material fact.

(f) Borrower's covenants, agreements, representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date hereof and shall survive the termination of this Agreement and shall the exercise by Lender of any or all of its rights and remedies under the Loan Documents, or at law or in equity.

17. Conditions to Effectiveness. This Agreement shall be deemed to be effective as of the date of (the "Agreement Effective Date"), and the effectiveness of this Agreement shall be subject to, the satisfaction of all of the following conditions:

(a) This Agreement, duly authorized and fully executed by Borrower and Lender, shall have been delivered to Lender.

(b) Execution and delivery of the Third Amended and Restated Secured Term Note.

(c) Execution and delivery of the Fourth Amended and Restated Secured Term Note.

(d) Resolutions shall have been adopted by Borrower authorizing the execution, delivery and performance of this Agreement, and a copy thereof shall have been delivered to Lender.

(e) Execution and delivery of a Certificate of No Change in form and substance acceptable to Lender in its sole discretion.

(f) Borrower shall pay any and all tax payments relating to the Real Property, which are now due and payable;

(g) Borrower shall clear all exceptions from title necessary for Chicago Title Insurance Company to issue a lender's policy of title insurance to Lender;

(h) Borrower shall remit any and all delinquent payments whether provided for herein or otherwise;

(i) Such other documents, instruments or agreements as Lender may request in order to effectuate fully the transactions contemplated herein shall have been duly executed and delivered to Lender.

18. **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 Loans, 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 Mortgage or any of the other Loan Documents.

19. **Release.** Borrower and Guarantor each hereby expressly 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. Without limiting the generality of the foregoing, Borrower and Guarantor hereby 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 in breach of this release.

20. **Notice.** Any notice required or permitted to be given under this Agreement or the Loan Documents by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth herein below for the party to whom the notice is given, (ii) placed in the United States mail, certified and return receipt requested, addressed to such party at the address hereinafter specified, or (iii) deposited into the custody of Federal Express Corporation to be sent by Federal Express Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter specified.



The address of Borrower for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Borrower: R. Storage, Inc.  
3950 W. 73<sup>rd</sup> Avenue  
Merrillville, Indiana 46410

The address of Lender for all purposes under this Agreement and the Loan Documents and for all notices thereunder shall now be:

Lender: Fifth Third Bank  
222 S. Riverside Plaza  
Chicago, IL 60606  
Attention: Special Assets Group

From time to time either party may designate another address within the 48 contiguous states of the United States of America by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

21. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower 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, which information includes the name and address of Borrower, and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower, or any subsidiary of Borrower, 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 laws and regulations, as amended.

22. **Miscellaneous.**

(a) **Captions.** Section captions and headings used in this Agreement are for convenience only and are not part of and shall not affect the construction of this Agreement.

(b) **Jurisdiction; Jury Waiver.** This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit under the Loan Documents or this Agreement, Borrower agrees upon Lender's request to submit to the

jurisdiction of the courts of Cook County, the State of Illinois. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(d) Successors and Assigns. All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement, the Loan Documents, or any interest therein, without the prior written consent of Lender.

(e) References. From and after the Agreement Effective Date, any reference to the Mortgage or the other Loan Documents contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Agreement shall be deemed to include this Agreement unless the context shall otherwise require.

(f) Continued Effectiveness. Notwithstanding anything contained herein, the terms of this Agreement are not intended to and do not serve to effect a novation as to the Mortgage. The parties hereto expressly do not intend to extinguish the Mortgage. Instead, it is the express intention of the parties hereto to reaffirm the indebtedness created under the Mortgage which is evidenced by the Note provided for therein and secured by the Collateral. The Mortgage and each of the other Loan Documents, except as modified hereby, remain in full force and effect and are hereby reaffirmed in all respects.

(g) 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.

(h) Reaffirmation and Ratification. Except as hereby expressly amended, all terms, covenants, and provisions of the Mortgage, the Loan Agreement, the Note, and each of the other Loan Documents are and shall remain in full force and effect and all references therein and in the other Loan Documents to the Mortgage or the Note shall henceforth refer to the Mortgage or the Note as amended by this Agreement. This Agreement shall be deemed incorporated into, and a part of, the Mortgage, the Loan Agreement, the Note, and each of the Loan Documents. The undersigned further acknowledge that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower or Guarantor under the Loan Documents.

(i) No Waiver. No provision of this Agreement shall be deemed to constitute a waiver of any or all of Borrower's defaults under the Loan Documents. Subject to the terms of this Agreement, Lender expressly reserves any and all rights and remedies available to it under this Agreement, the Loan Documents, or at law or in equity for any past, present or future defaults of Borrower. Subject to the terms of this Agreement, no failure to exercise, or any delay by Lender in exercising, any right, power or privilege hereunder or under the Loan Documents shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided Lender in this Agreement and in the Loan Documents are cumulative and not exclusive of each other or of any right and remedy provided Lender by law or in equity. Except as otherwise expressly provided in the Loan Documents, no notice to or demand upon Borrower in any instance shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstance without notice or demand. Acceptance by Lender of any payments or reimbursements referred to in this Agreement shall not constitute a waiver by Lender of any of its rights under the Loan Documents or at law or equity whatsoever.

(j) Costs. Borrower shall pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Agreement.

(k) 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.

(l) 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.

(m) 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. Each of the undersigned acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Agreement is executed and delivered to Lender as an inducement to extend the term of the Loan and to increase the interest rate of the Loan.

(n) Time is of the essence.

***[Signature Page Follows]***



IN WITNESS WHEREOF, Borrower and Lender have executed this Fourth Modification of Loan Documents as of the date first above written.

**BORROWER:**

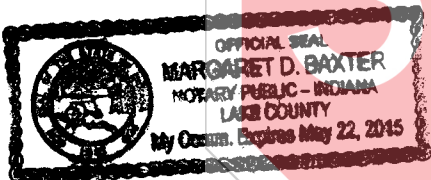
**R. STORAGE, INC.**  
an Indiana corporation

By: [Signature]  
Name: Kurt O Koepcke  
Its: President

STATE OF INDIANA )  
COUNTY OF LAKE )<sup>SS</sup>

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KURT KOEPCKE is personally known to me to be the same person whose name is subscribed to the foregoing instrument as PRESIDENT of **R. STORAGE, INC.**, an Indiana corporation, whose name is subscribed to the foregoing instrument as BORROWER, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26<sup>th</sup> day of OCT, 2014.



Margaret D Baxter  
Notary Public  
My commission expires: 5-22-15

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.

Simone A. Randolph

**BORROWER:**

*Kurt Kopack*  
Kurt Kopack, an individual



STATE OF INDIANA )  
COUNTY OF LAKE )<sup>ss</sup>

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kurt Kopack, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21<sup>ST</sup> day of OCT, 2014.

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

*Margaret D Baxter*  
Notary Public  
My commission expires: 5-22-15

**STOP**

**BORROWER:**

Scott Reder  
Scott Reder, an individual

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS

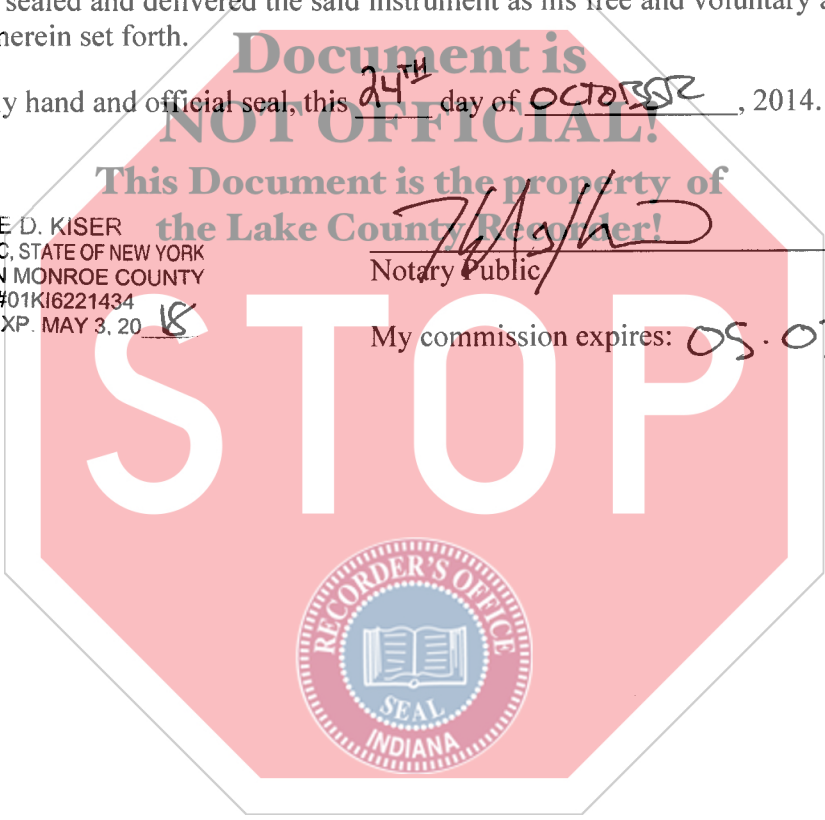
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Reder, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>TH</sup> day of OCTOBER, 2014.

KYLE D. KISER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN MONROE COUNTY  
REG. #01K16221434  
MY COMM. EXP. MAY 3, 2018

[Signature]  
Notary Public

My commission expires: 05.03.18



**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation

By: *Gregory Tavell Jr.*  
Name: *Gregory Tavell Jr.*  
Title: *Assistant Vice President*

STATE OF Ohio )  
COUNTY OF Franklin ) ss


I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory Tavell Jr., the Ass't. V.P. of **FIFTH THIRD BANK**, an Ohio banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Ass't. V.P., appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of October, 2014.

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

*JoAnn Huttman*

Notary Public  
My commission expires:



JoAnn Huttman  
Notary Public, State of Ohio  
My Commission Expires 12-06-2017



**Exhibit A**

**Legal Description of the Real Property**

LOTS 1 AND 2, REDER FARMS COMMERCIAL SUBDIVISION, PHASE 11, AN ADDITION IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 102 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART OF LOT 1 FALLING IN THE FOLLOWING DESCRIBED TRACT: PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A POINT 91.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 739.5 FEET; THENCE WEST 106.5 FEET; THENCE SOUTH 739.5 FEET TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THEN EAST ALONG SAID SOUTH LINE 106.5 FEET TO THE POINT OF BEGINNING.

Common Address: NWC WHITCOMB & 73<sup>RD</sup> AVE, MERRILLVILLE, IN 46410

Parcel Tax Number(s): 45-12-18-176-023-000-030; 45-12-18-126-026-000-030

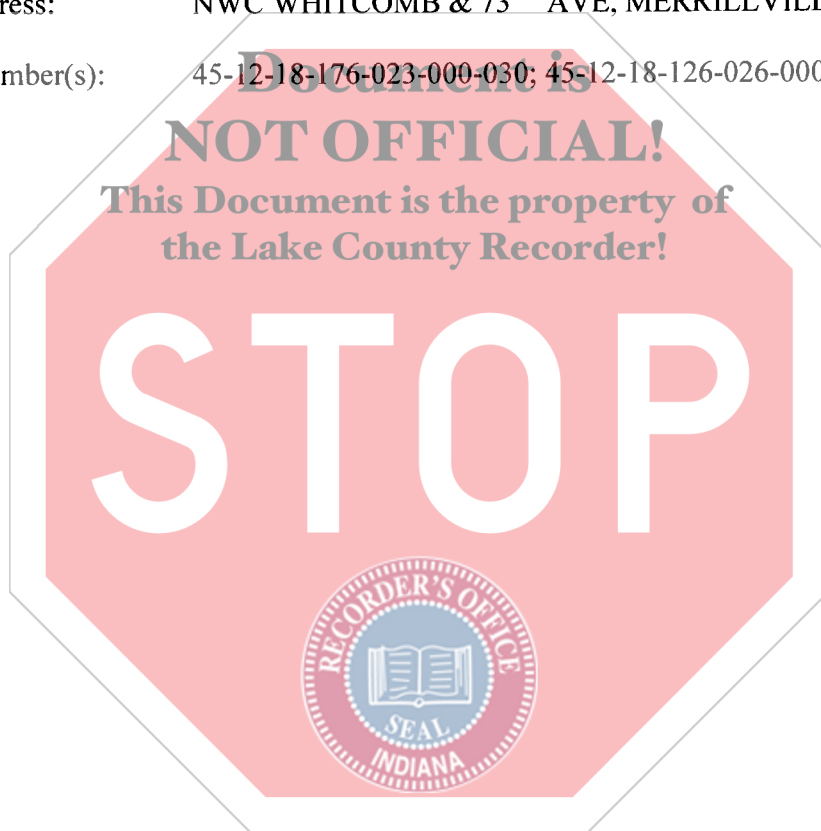


Exhibit A-1