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Cook County Recorder 49.00



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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of December 9, 1999, by and between CALUMET MARINE TERMINAL, INC., an Illinois corporation (the "Mortgagor"), JOHN E. SHAFFER, DENNIS J. HIFFMAN, E. THOMAS COLLINS, JR., and RICHARD E. HULINA (collectively, the "Guarantors"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), Successor by Merger to LaSalle National Bank, a national banking association ("Old LaSalle");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Guarantors and Old LaSalle heretofore entered into the following documents (collectively, the "Documents"):

(i) Reimbursement and Loan Agreement dated as of December 1, 1998 (the "Reimbursement and Loan Agreement"), by and between the Mortgagor and Old LaSalle;

(ii) Mortgage Note dated as of December 1, 1998 (the "Note"), from the Mortgagor to Old LaSalle in the principal amount of \$567,287;

(iii) Mortgage and Security Agreement dated as of December 1, 1998 (the "Mortgage"), from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004410;

Permanent Tax Index Numbers:

See Exhibit A

Address:

3434 East 95th Street
Chicago, Illinois

This Instrument Prepared by
and to be Returned After
Recording to:

Alvin L. Kruse
Elizabeth Pfeiler Foley
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

BOX 333-CTI

7670327, 650, 02

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(iv) Assignment of Rents and Leases dated as of December 1, 1998 (the "Assignment of Rents"), from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004411;

(v) Indemnity Agreement dated as of December 1, 1998, from the Mortgagor and the Guarantors to Old LaSalle; and

(vi) Guaranty of Payment and Performance dated as of December 1, 1998, from the Guarantors to Old LaSalle; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Capitalized Terms Not Otherwise Defined. The foregoing recitals are hereby incorporated into and made a part of this Agreement. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Reimbursement and Loan Agreement.

Section 2. Extension of Maturity Date. The maturity date of the Loan is hereby extended from December 9, 1999, to March 31, 2004, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "December 9, 1999" is hereby changed to "March 31, 2004" each time it appears in the Documents.

Section 3. Merger of Old LaSalle. The parties acknowledge that Old LaSalle was merged into the Bank effective as of May 1, 1999, and that by virtue of such merger the Bank is the successor by merger to all of rights and obligations of Old LaSalle under the Documents.

Section 4. Reduction of Interest Rates. (a) Effective as of the date of the execution and delivery of this Agreement, the Prime-Based Rate is hereby reduced to 1/2% per annum in addition to the Bank's Prime Rate, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:

(i) the figure "1%" is hereby changed to "½%" each time it appears in paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement and each time it appears in the Mortgage; and

(ii) the third sentence of Section 2.7 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

Whenever any payment to be made under this Agreement or the Note shall be due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, with interest continuing to accrue thereon until such payment is made at the interest rate in effect on such day which was not a Business Day, subject to the provisions of Section 2.6 of this Agreement[.];

in each case effective as of as of the date of the execution and delivery of this Agreement.

(b) Effective as of the date of the execution and delivery of this Agreement, the LIBOR-Based Rate is hereby reduced to a rate per annum equal to 2.5% (except as otherwise provided in Section 2.5(b) of the Reimbursement and Loan Agreement) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:

(i) the first sentence of the definition of the term "LIBOR-Based Rate" in paragraph (b) of Section 2.5 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

"LIBOR-Based Rate" shall mean a rate per annum equal to 2.5% (except as otherwise provided in this Section 2.5(b)) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period[.]; and

(ii) the sixth sentence of Section 2.1 of the Mortgage is hereby amended and restated in its entirety, to read as follows:

The Mortgagor shall have the option from time to time, in the manner and on the terms provided in the Reimbursement and Loan Agreement, to have the interest rate on the entire principal balance of the Loan and the Note which would otherwise bear interest at the Prime-Based Rate, or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof, changed from the Prime-Based Rate to a variable rate equal to 2.5% per annum in addition to a rate based on the rate at which

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dollar deposits are offered in immediately available funds in the London Interbank Market to the Mortgagee for periods of one, two, three or six months, calculated as provided in the Reimbursement and Loan Agreement[.];

in each case effective as of as of the date of the execution and delivery of this Agreement.

Section 5. Monthly Principal Payments. On April 1, 2000, and on the first day of each month thereafter, the Mortgagor shall make a payment on the principal of the Loan and the Note, which payment shall be in the amounts set forth below for the dates set forth below:

<u>Payment Date</u>	<u>Payment Amount</u>
April 1, 2000, and the first day of each month thereafter to and including March 1, 2001	\$ 2,725
April 1, 2001, and the first day of each month thereafter to and including March 1, 2002	\$10,250
April 1, 2002, and the first day of each month thereafter to and including March 1, 2003	\$14,825
April 1, 2003, and the first day of each month thereafter	\$19,750.

All of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:

(a) the following sentence is hereby inserted (i) immediately after the fifth sentence of paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement, and (ii) immediately after the seventh sentence of Section 2.1 of the Mortgage:

On April 1, 2000, and on the first day of each month thereafter, the Mortgagor shall make a payment on the principal of the Loan and the Note, which payment shall be in the amounts set forth below for the dates set forth below:

<u>Payment Date</u>	<u>Payment Amount</u>
April 1, 2000, and the first day of each month thereafter to and including March 1, 2001	\$ 2,725

April 1, 2001, and the first day of each month thereafter to and including March 1, 2002 \$10,250

April 1, 2002, and the first day of each month thereafter to and including March 1, 2003 \$14,825

April 1, 2003, and the first day of each month thereafter \$19,750;
and

(b) the word "only" is hereby deleted from the fourth sentence of paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement.

Section 6. Covenants; Related Events of Default. (a) The following two paragraphs are hereby inserted at the end of Section 4.1 of the Reimbursement and Loan Agreement:

(h) The Account Party shall furnish to the Bank such information and data with respect to the financial condition, business affairs or operations of the Account Party as may be requested by the Bank (all such information and data to be prepared in such manner as to truly and accurately reflect the financial condition of the Account Party) and shall maintain a system of accounting capable of furnishing all such information and data. Without limitation on the generality of the foregoing provisions of this paragraph, the Account Party shall furnish or shall cause to be furnished to the Bank (i) copies of all income tax returns of the Account Party promptly after same are prepared and filed; (ii) within 30 days after the end of each fiscal year of the Account Party, an annual financial statement of the Account Party, in each case consisting of at least a balance sheet as at the end of such one-year period and an income statement and cash flow statement for such one-year period, and prepared in reasonable detail and in a form acceptable to the Bank and signed and certified by an authorized representative of the Account Party. In addition, the Account Party shall furnish to the Bank such information and data with respect to the Premises as may be requested by the Bank.

(i) Commencing with the calendar quarter ending March 30, 2000, the Debt Service Coverage Ratio for each calendar quarter while the Loan and the Note are outstanding shall be at least 1.20. For purposes of this Agreement, the following terms shall have the following meanings:

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"Debt Service Coverage Ratio" means, for any period, the quotient obtained by dividing the Net Operating Income for such period by the total amount of principal and interest on the Loan which became due and payable during such period.

"Net Operating Income" means, for any period, all income of the Account Party for such period, including but not limited to rental income from the Premises for such period (including payments by tenants as payment or reimbursement of operating expenses), minus operating expenses of the Premises for such period, including but not limited to real estate taxes, common area maintenance, utilities, insurance and management fees, but not including depreciation, amortization, or principal or interest on the Loan, all as determined in accordance with generally accepted accounting principles consistently applied.

(b) Paragraph (j) of Section 6.1 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

(j) The Account Party shall fail to pay or perform any of its obligations under Section 4.1(g) of this Agreement or the Debt Service Coverage Ratio for the calendar quarter ending March 30, 2000 or any calendar quarter thereafter while the Loan and the Note are outstanding shall fail to be at least 1.20[;].

Section 7. Extension Fee. As a condition to the extension of the maturity date of the Loan provided for in this Agreement, on the date of the execution and delivery of this Agreement, the Mortgagor shall pay to the Bank a non-refundable extension fee in the amount of \$2,836, which amount represents 1/2% of the amount of the Loan.

Section 8. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 9. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor and the Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any

rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that neither Old LaSalle nor the Bank has heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 10. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor and the Guarantors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to Old LaSalle and the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 11. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 12. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 15. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Each party to this Agreement and legal counsel to each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 16. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CALUMET MARINE TERMINAL, INC.

By _____
Title: President

_____ *John E. Shaffer*
John E. Shaffer

_____ Dennis J. Hiffman

_____ E. Thomas Collins, Jr.

_____ Richard E. Hulina

LASALLE BANK NATIONAL ASSOCIATION

By _____
Title: _____

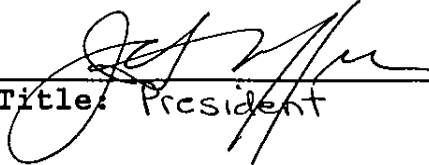
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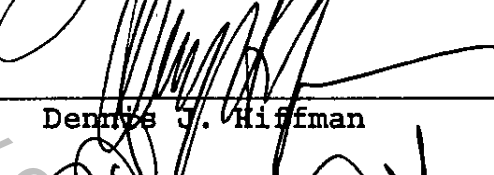
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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CALUMET MARINE TERMINAL, INC.

By 
Title: President

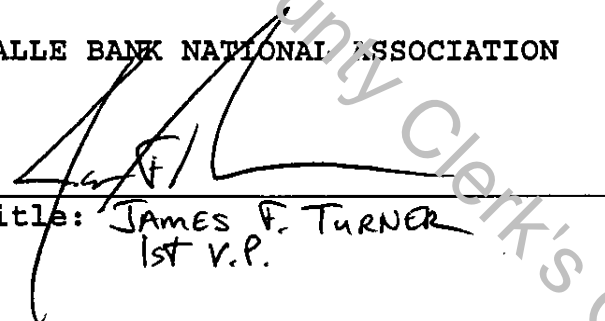

John E. Shaffer


Dennis J. Hiffman


E. Thomas Collins, Jr.


Richard E. Hulina

LASALLE BANK NATIONAL ASSOCIATION

By 
Title: JAMES F. TURNER
1st V.P.

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00423563

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
day of _____, 2000, by John E. Shaffer,
President of Calumet Marine Terminal, Inc., an
Illinois corporation, on behalf of the corporation.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
day of _____, 2000, by John E. Shaffer.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
day of _____, 2000, by Dennis J. Hiffman.

Notary Public

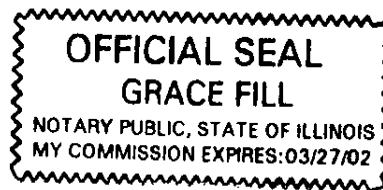
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00423563

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this day of _____, 2000, by John E. Shaffer, President of Calumet Marine Terminal, Inc., an Illinois corporation, on behalf of the corporation.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this day of _____, 2000, by John E. Shaffer.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of March, 2000, by Dennis J. Hiffman.

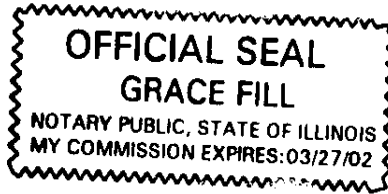
Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of March, 2000, by E. Thomas Collins, Jr.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of March, 2000, by Richard E. Hulina.

Grace Fill
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of MARCH, 2000, by JAMES F. TURNER, 1st. V.P., of LaSalle Bank National Association, a national banking association, Successor by Merger to LaSalle National Bank, a national banking association, on behalf of the association.

Maria T. Esparza
Notary Public



Permanent Tax Index Numbers:

26-05-304-002
26-05-304-026
26-05-304-027
26-05-304-031
26-05-304-032
26-05-304-033
26-05-304-034
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26-05-428-012
26-05-117-017
26-06-428-013

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