



This Document Prepared by and following Recording, Return to:

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SECOND AMENDMENT TO REVOLVING NOTE; MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENTS; OTHER LOAN DOCUMENTS AND SECOND AMENDMENT TO LOAN AGREEMENT

This Second Amendment to Revolving Note; Mortgage, Security Agreement and Financing Statements; Other Loan Documents, and Second Amendment to Loan Agreement is entered into as of March 31, 2001, by and between CONCESSION SERVICES, INC., a Delaware Corporation (the "Borrower"), with its principal place of business at 1723 South Michigan Avenue, Chicago, Illinois 60616, Attn: Edith Leonian; LYONDEL CORPORATION, an Illinois Corporation ("Lyondel"), with its principal place of business at 1723 South Michigan Avenue, Chicago, Illinois 60616, Attn: Edith Leonian, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), having an address at 135 South LaSalle Street, Chicago, Illinois 60605, Attention: Brian Greenblatt.

RECITALS:

A. On November 19, 1999, pursuant to a Loan Agreement of even date (the "Loan Agreement") between Lender and Borrower, Lender made a \$3,000,000 loan (the "Construction Loan") to Borrower, the proceeds of which loan are being used to construct a 50,000 square foot warehouse facility upon the property commonly known as 4360 West 128th Place, Alsip, Illinois and legally described on Exhibit A attached hereto (the "Alsip Property");

B. Pursuant to the Loan Agreement, Lender made a \$1,000,000 Revolving Loan ("Initial Revolving Loan") to Borrower evidenced by a Revolving Note dated November 19, 1999. The Initial Revolving Loan and Construction Loan are from time to time hereinafter referred to as the "Alsip Loans."

C. The Alsip Loans were secured by the following documents:

- (i) Mortgage Note (the "Note") dated November 19, 1999, in the original principal amount of \$3,000,000;
- (ii) Mortgage, Security Agreement and Financing Statement (the "Alsip Mortgage") dated November 19, 1999, for the Alsip Property, and recorded on December 6, in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") as Document No. 09137091;
- (iii) Assignment of Rents and Leases dated November 19, 1999, and recorded on December 6, 1999, in the Recorder's Office as Document No. 09137092;
- (iv) Security Agreement dated November 19, 1999, executed by Borrower for the benefit of Lender;
- (v) other miscellaneous documents dated November 19, 1999, such as UCC-1 and UCC-2 Financing Statements, an Environmental Indemnity Agreement and a Collateral Assignment of Licenses Permits, Plans, Specifications and Contracts; (the loan documents referred to herein and in subparagraphs (i), (ii), (iii) and (iv) above are collectively referred to as the "Alsip Loan Documents").

D. On June 21, 2000, Lender made a \$2,000,000 Mortgage Loan (the "\$2,000,000 Mortgage Loan") to Borrower and Lyondel for the purpose of acquiring the property commonly known as 4200 South Hermitage, Chicago, Illinois (the "Hermitage Property") which loan was secured by a mortgage upon the Hermitage Property and the adjacent properties commonly known as 4100 South Ashland Avenue and 4236 South Marshfield, Chicago, Illinois, both of which properties are owned by Borrower (the properties commonly known as 4200 South Hermitage, 4100 South Ashland and 4236 South Marshfield, Chicago, Illinois are collectively referred to as the "Chicago Property" and legally described on Exhibit "B" attached hereto). (The \$2,000,000 Mortgage Loan is also referred to hereinafter as the "Chicago Loan").

E. On June 21, 2000, pursuant to a First Amendment to Loan Agreement between Borrower, Lyondel and Lender, the amount of the initial Revolving Loan was increased to the sum of \$2,000,000 and Borrower executed a new Revolving Note in the amount of \$2,000,000 with a maturity date of November 19, 2000.

F. The \$2,000,000 Mortgage Loan was secured by the following documents:

- (i) Mortgage Note (the "Note") dated June 21, 2000, in the original principal amount of \$2,000,000, which Note matures on August 31, 2005;

(ii) Mortgage, Security Agreement and Financing Statement (the "Chicago Mortgage") dated June 21, 2000, for the Chicago Property, and recorded on June 23, 2000, in Recorder's Office as Document No. 00467662;

(iii) Assignment of Rents and Leases dated June 21, 2000, and recorded on June 23, 2000, in the Recorder's Office as Document No. 00467663;

(iv) Security Agreement dated June 21, 2000, executed by Borrower for the benefit of Lender;

(v) other miscellaneous documents dated June 21, 2000, such as UCC-1 and UCC-2 Financing Statements and an Environmental Indemnity Agreement (the loan documents referred to herein and in subparagraphs (i), (ii), (iii) and (iv) above are collectively referred to as the "Chicago Loan Documents").

G. On June 21, 2000, Borrower, Lyondel and Lender executed a First Amendment to Loan Agreement reflecting the \$2,000,000 Mortgage Loan to Borrower and Lyondel, the extension of the Maturity Date of the Construction Loan, and the increase in the amount of the Revolving Loan to \$2,000,000 and the execution of a new Revolving Note in the amount of \$2,000,000 which Second Amendment, among other conditions, provided for the cross default and cross collateralization of the Alsip Loans and Chicago Loan referred to hereinabove.

H. On November 19, 2000, Borrower, Lyondel and Lender executed an Amendment to Revolving Note; Mortgage, Security Agreement And Financing Statements; Other Loan Documents and Second Amendment to Loan Agreement reflecting the extension of the Maturity Date of the Revolving Loan to March 31, 2001.

I. Borrower has requested that the Maturity Date of the Revolving Loan be extended to May 31, 2001 and Lender is willing to so extend the Maturity Date, on the terms and conditions set forth herein.

NOW, THEREFORE, in order to induce Lender to extend the maturity date of the Revolving Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lyondel and Lender hereby agree as follows: (The Alsip Loan Documents and Chicago Loan Documents are hereinafter referred to as the "Loan Documents.") (Except as otherwise expressly indicated herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Loan Documents.)

1. Recitals. The Recitals set forth above are incorporated by reference herein with the intent that Lender may rely upon the matters therein recited as representations and warranties of Borrower and Lender.

2. Amendment to Revolving Note. The Revolving Note dated June 21, 2000, in the principal amount of \$2,000,000, is hereby amended to provide that the maturity date thereof is May 31, 2001.

3. Amendment to Loan Documents. In each place in each and every Loan Document in which there is a reference to the maturity date of the Revolving Note, said maturity date shall be deemed to be May 31, 2001.

4. Warranties and Representations. Borrower and Lyondel (collectively "Borrowers") hereby represent and warrant to Lender as follows:

(a) Borrowers have the full power and authority to execute and deliver this Amendment, and to perform its respective obligations hereunder. Upon the execution and delivery hereof, this Amendment and the Loan Documents amended hereby shall be valid, binding and enforceable against Borrowers in accordance with their respective terms, except to the extent the same are limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally or by general equitable principles. Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under (i) the Articles of Incorporation creating Borrowers, or the Bylaws governing its operation, or (ii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrowers are a party or is bound or which is binding upon or applicable to the Property, or any portion thereof.

(b) To the knowledge of Borrowers, no default, event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Loan Agreement, Revolving Note, the Alsip Mortgage, the Chicago Mortgage or any of the Loan Documents, all as amended by this Amendment.

(c) There is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrowers or the Alsip Property or the Chicago Property, which could reasonably be expected to result in any material adverse change in the financial condition of Borrowers or which would prevent Borrowers from complying with or performing its respective obligations under the Notes, the Mortgages, and the other Loan Documents, all as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

5. Miscellaneous.

(a) Borrowers hereby ratify and confirm its liabilities and obligations under the Loan Agreement and the Loan Documents, all as amended by this Amendment, and the liens and security interests created thereby, and acknowledge that neither has any defense, claim or set-off to the enforcement by Lender of the obligations and liabilities of Borrowers under the Loan Agreement

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as amended, Mortgage Note, the Mortgage, the Revolving Note and the other Loan Documents, all as amended by this Amendment.

(b) This Amendment shall be binding on the Borrowers and their respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

(c) As amended hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms.


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

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed as of the date first above written.


CONCESSION SERVICES, INC., a Delaware Corporation

By: 
Print Name: Edith Leonian
Title: President

LYONDEL CORPORATION, an Illinois Corporation

By: 
Print Name: Edith Leonian
Its: President

LASALLE BANK NATIONAL ASSOCIATION

By: 
Print Name: Brian Greenblatt
Its: First Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Katherine T. Gartner
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edith Leonian is personally known to me both individually and as the President of Concession Services, Inc., a Delaware Corporation and confirms the same person whose name is subscribed to the foregoing instrument, that said person appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2001.

Katherine T. Gartner
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



Katherine T. Gartner
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edith Leonian is personally known to me both individually and as the President of Lyondel Corporation, an Illinois Corporation, and confirms the same person whose name is subscribed to the foregoing instrument, that said person appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2001.

Katherine T. Gartner
Notary Public



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Idella McCoy, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Greenblatt of LASALLE BANK NATIONAL ASSOCIATION is personally known to me to be the same person whose name is subscribed to the foregoing instrument, that said person appeared before me this day in person and acknowledged that she signed the foregoing instrument as her free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 2001.

Idella McCoy

 Notary Public



EXHIBIT "A"

Legal Description

That part of lot 1 in B.C.R. subdivision of part of the northeast 1/4 of section 34, township 37 north, range 13, east of the third principal meridian, described as follows:

Commencing at a point on the north line of said lot 1 and 66.0 feet west of the east line of said lot 1; thence south 00 degree, 11 minutes, 55 seconds east along a line, which is 66.0 feet west of and parallel to the east line of said lot 1 for a distance of 181.50 feet for a place of beginning; thence continuing south 00 degree, 11 minutes, 55 seconds east along said line for a distance of 369.50 feet to the north line of west 128th Place; thence south 00 degree, 00 minute, 00 seconds west along the north line of said west 128th Place for a distance of 573.34 feet to a point on the east line of south Kostner Avenue (said point also being 25 feet east of the west line of said lot 1); thence north 00 degree, 08 minutes, 20 seconds west along said line, which is 26.0 feet east of and parallel to the west line of said lot 1 for a distance of 335.03 feet to a point being the south line of west 127th Place, as extended ely; thence north 89 degrees, 44 minutes, 22 seconds east along said south line of west 127th Place, as extended ely for a distance of 14.0 feet; thence north 00 degree, 07 minutes, 59 seconds west along the east line of south Kostner Avenue. As dedicated for a distance of 34.41 feet; thence 90 degrees, 00 minute, 00 second east for a distance of 558.95 feet to place of beginning, all in Cook County, Illinois.

Property Address: 4360 West 128th Street, Alsip, Illinois

Permanent Index Number: 24-34-200-012-0000

EXHIBIT "B"

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOTS 1 TO 5 INCLUSIVE IN THE PARTITION BETWEEN THE HEIRS OF THE BEERS ESTATE OF THE WEST 110 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1030.50 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 6 WITH THE NORTH LINE OF WEST 43RD STREET (WHICH POINT IS 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4) AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF THE EAST 1030.50 FEET, A DISTANCE OF 619 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 652 FEET OF SAID NORTHEAST 1/4; THENCE WEST ON SAID NORTH LINE OF THE SOUTH 652 FEET A DISTANCE OF 1122.30 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 522.66 FEET TO A POINT WHICH IS 902 FEET NORTH OF THE SOUTH LINE AND 1592.80 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH EASTWARDLY IN A STRAIGHT LINE A DISTANCE OF 92.79 FEET TO A POINT WHICH IS 971.05 FEET NORTH OF SAID SOUTH LINE AND 1630.54 FEET WEST OF SAID EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH EASTWARDLY IN A STRAIGHT LINE, DISTANCE OF 673.74 FEET TO A POINT WHICH IS 1284.32 FEET NORTH OF SAID SOUTH LINE AND 1032.80 FEET WEST OF SAID EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX NORTHERLY AND HAVING A RADIUS OF 528.05 FEET, A DISTANCE OF 53.90 FEET TO THE NORTHWEST CORNER OF LOT 2 IN THE SULZBERGER AND SONS CO'S BLOCK 'C', BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SAID SECTION 6, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 AND SAID LINE EXTENDED SOUTH TO NORTH LINE OF 43RD STREET (BEING THE WEST LINE OF THE EAST 167 FEET OF LOT 1 IN SAID PARTITION) A DISTANCE OF 1271.60 FEET TO SOUTH WEST CORNER OF THE SULZBERGER AND SONS COMPANY BLOCK 'B' BEING A CONSOLIDATION OF LOTS 16 TO 24 INCLUSIVE IN BEERS SUBDIVISION OF THE SOUTH 667.75 FEET OF 167 FEET WEST OF AND ADJOINING EAST 50 ACRES OF THE NORTHEAST 1/4 OF SAID SECTION 6, AND SAID NORTH LINE OF WEST 43RD STREET, AND THENCE WEST ALONG SAID NORTH STREET LINE, A DISTANCE OF 47.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 (EXCEPT THE EAST 10 FEET THEREOF) AND ALL OF LOT 2 IN THE SULZBERGER AND SONS COMPANY'S BLOCK "C" BEING A SUBDIVISION OF PART OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 1916 AS DOCUMENT 5793693, AND ALSO, (EXCEPTING FROM THE ABOVE THAT PART OF THE LAND DESCRIBED AS FOLLOWS: THE EAST 250.00 FEET OF THE SOUTH 140.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 50 ACRES (EXCEPT THE EAST 50 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE NORTHERLY LINE OF LOT 1 IN SULZBERGER AND SONS COMPANY'S BLOCK "C" AFORESAID AND WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH IS 1400.75 FEET NORTH OF THE SOUTH LINE AND 815.80 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 (BEING THE WEST LINE OF SAID EAST 50 ACRES) AND RUNNING THENCE EASTERLY, A DISTANCE OF 154.70 FEET TO A POINT WHICH IS 1393.57 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE EASTERLY, A DISTANCE OF 164.20 FEET TO A POINT WHICH IS 1394.27 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE EASTERLY A DISTANCE OF 157.00 FEET TO A POINT WHICH IS 1399.67 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 AND THENCE EASTERLY A DISTANCE OF 302.20 FEET MORE OR LESS, TO A POINT WHICH IS 1447.20 FEET NORTH OF SAID SOUTH LINE AND 40 FEET WEST OF SAID EAST LINE OF SAID NORTHEAST 1/4, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN THE PARTITION BY THE HEIRS OF THE BEERS ESTATE OF THE WEST 110 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE SOUTH 12.499 ACRES OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, EXTENDED WESTERLY TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH THE WEST LINE OF LOT 2 IN THE SULZBERGER AND SONS COMPANY'S BLOCK "C" AFORESAID, EXTENDED SOUTH, EAST OF THE WEST LINE OF SAID LOT 2 EXTENDED SOUTH, AND SOUTH OF THE SOUTH LINE OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF SULZBERGER AND SONS COMPANY'S BLOCK 'A' BEING A CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE SOUTH 12.499 ACRES OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 'A' BEING ALSO THE WEST LINE OF SOUTH MARSHFIELD AVENUE PRODUCED NORTH AND THE CENTER LINE OF WEST 42ND STREET PRODUCED WEST; THENCE WEST ALONG THE NORTH LINE OF BLOCK 'A' 76.26 FEET FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 'A' 225.73 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF BLOCK 'A' 15.86 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF BLOCK 'A' 14.62 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF BLOCK 'A' 60.40 FEET TO THE EAST LINE OF SAID BLOCK 'A' BEING ALSO THE WEST LINE OF SOUTH MARSHFIELD AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 'A' 171.15 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF BLOCK 'A' 375.14 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF BLOCK 'A' 411.50 FEET TO THE NORTH LINE OF SAID BLOCK 'A'; THENCE EAST ALONG THE NORTH LINE OF BLOCK 'A' 298.88 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF SULZBERGER AND SONS COMPANY'S BLOCK 'A' BEING A CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE SOUTH 12.499 ACRES OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 'A' BEING ALSO THE WEST LINE OF SOUTH MARSHFIELD AVENUE PRODUCED NORTH AND THE CENTER LINE OF WEST 42ND STREET PRODUCED WEST; THENCE WEST ALONG THE NORTH LINE OF BLOCK 'A' 76.26 FEET FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 'A' 225.73 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF BLOCK 'A' 15.86 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF BLOCK 'A' 14.62 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF BLOCK 'A' 60.40 FEET TO THE EAST LINE OF SAID BLOCK 'A' BEING ALSO THE WEST LINE OF SOUTH MARSHFIELD AVENUE; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 'A', 225 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID BLOCK 'A'; THENCE WEST ALONG THE NORTH LINE OF BLOCK 'A' TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 4100 South Ashland, Chicago, Illinois
 4236 South Marshfield, Chicago, Illinois
 4200 South Hermitage, Chicago, Illinois

Permanent Index Number: 20-06-200-071
 20-06-200-072
 20-06-200-067
 20-06-200-016
 20-06-200-014
 20-06-200-041
 20-06-200-027
 20-06-200-050

Property of Cook County Clerk's Office