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1228334076

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Doc#: 1228334076 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2012 11:09 AM Pg: 1 of 16

Nicholas S. Alexsovich, Esq.
GOLDBERG KOHN LTD.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
(312) 201-4000

AMENDMENT TO MORTGAGES

(Cook County, Illinois)

THIS AMENDMENT TO MORTGAGES (this "**Amendment**") is dated as of October 1, 2012 and is by and between LEMONT PLAZA PARTNERS, L.L.C., an Illinois limited liability company ("**Mortgagor**"), and PNC BANK, NATIONAL ASSOCIATION (successor to National City Bank) (the "**Mortgagee**").

RECITALS

A. Pursuant to the terms of that certain letter agreement dated as of December 6, 2001, by and between Mortgagor and Mortgagee, Mortgagee agreed to make loans to Mortgagor in an aggregate principal amount of \$7,098,500.00 (collectively, the "**Mortgagor Loans**"). The Mortgagor Loans are secured in part by that certain Construction Mortgage, Fixture Filing and Security Agreement with Assignment of Rents, by Mortgagor in favor of Mortgagee, dated as of December 6, 2001 and recorded with the Cook County Recorder on December 10, 2001 as Document Number 0011161867, as modified by that certain Loan and Mortgage Modification Agreement dated as of December 5, 2005 and recorded with the Cook County Recorder of Deeds on March 10, 2006 as Document No. 0606942180 (as amended, the "**First Mortgage**"). A legal description of the real estate encumbered by the First Mortgage is attached hereto as **Exhibit A**.

B. Pursuant to the terms of that certain Loan Agreement dated as of October 30, 2007 (as the same may have heretofore been or may hereafter be further amended, supplemented, modified, extended, renewed, restated and replaced, the "**Loan Agreement**"; defined words used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement) by and between GDH Investments, L.L.C., an Illinois limited liability company ("**GDH**") and Mortgagee, Mortgagee agreed to make loans to GDH in an aggregate principal amount of \$14,100,000.00 (collectively, the "**GDH Loans**"). The GDH Loans are secured in part by that certain Second Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, by Mortgagor in favor of Mortgagee, dated as of October 30, 2009 and recorded with the Cook County Recorder on March 18, 2010 as Document Number

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1007740087 (the "**Second Mortgage**"). A legal description of the real estate encumbered by the Second Mortgage is attached hereto as **Exhibit A**.

C. Pursuant to the terms of that certain loan agreement dated as of October 31, 2007, by and between Indianola Industrial Partners, LLC, a Delaware limited liability company ("**Indianola**") and Mortgagee, Mortgagee agreed to make loans to Indianola in an aggregate principal amount of \$3,375,000.00 (collectively, the "**Indianola Loans**", and with the Mortgagor Loans and GDH Loans, collectively, the "**Loans**"). The Indianola Loans are secured in part by that certain Third Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, by Mortgagor in favor of Mortgagee, dated as of January 25, 2012 and recorded with the Cook County Recorder of Deeds on February 2, 2012 as Document Number 1203342010 (the "**Third Mortgage**", and with the First Mortgage and Second Mortgage, collectively, the "**Mortgages**", and individually, each a "**Mortgage**"). A legal description of the real estate encumbered by the Third Mortgage is attached hereto as **Exhibit A**.

D. Concurrently herewith, with respect to certain Events of Default, Mortgagor has agreed to forbear from exercising certain of its rights under the Loan Agreement pursuant to that certain Amended and Restated Forbearance Agreement of even date herewith, by and between Mortgagor and GDH (the "**Forbearance Agreement**").

C. The parties hereto now wish to amend the Mortgages as follows.

AGREEMENTS

Mortgagor and Mortgagee hereby agree as follows:

1. The Recitals hereto are hereby incorporated into the Mortgages, as applicable, by this reference.

2. The recitals to the First Mortgage shall be amended to include the following recitals:

"WHEREAS, interest on the principal amount of the Note shall accrue as set forth on Schedule 1 hereto.

WHEREAS, the indebtedness hereby secured is due and payable, taking into account an amendment and forbearance agreement between Mortgagee and Mortgagor, on September 1, 2013, unless due and payable earlier pursuant to the loan documents and said amendment and forbearance agreement."

3. The First Mortgage is hereby amended to include **Exhibit B** to this Amendment as Schedule 1 to the First Mortgage.

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4. The recitals to the Second Mortgage shall be amended to include the following recitals:

"WHEREAS, interest on the principal amount of the GDH Loan shall accrue as set forth on Schedule 1 hereto.

WHEREAS, the GDH Loan is due and payable, taking into account the Forbearance Agreement, on October 15, 2013, unless due and payable earlier pursuant to the Loan Documents and the Forbearance Agreement."

5. The Second Mortgage is hereby amended to include **Exhibit C** to this Amendment as Schedule 1 to the Second Mortgage.

6. The recitals to the Third Mortgage shall be amended to include the following recital:

"WHEREAS, interest on the principal amount of the Indianola Loan shall accrue as set forth on Schedule 1 hereto."

7. The Third Mortgage is hereby amended to include **Exhibit D** to this Amendment as Schedule 1 to the Third Mortgage.

8. Each of the Mortgages shall remain in full force and effect in accordance with its terms as amended by this Amendment.

9. Mortgagor hereby acknowledges, agrees and reaffirms (i) the First Mortgage, as amended hereby, as security in part for the Mortgagor Loans, in the maximum aggregate principal amount of \$7,098,500.00 (ii) the Second Mortgage, as amended hereby, as security in part for the GDH Loans, in the maximum aggregate principal amount of \$14,100,000.00, and (iii) the Third Mortgage, as amended hereby, as security in part for the Indianola Loans, in the maximum aggregate principal amount of \$3,375,000.00, and Mortgagor further acknowledges, agrees and reaffirms that the Mortgages retain the lien priority status on the real estate encumbered by the Mortgages.

10. This Amendment may be executed in separate counterparts by the parties to this Amendment.

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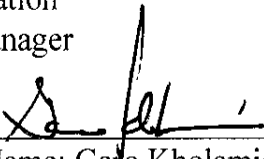
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized officers as of the date and year first above written.

MORTGAGOR:

LEMONT PLAZA PARTNERS, L.L.C, an
Illinois corporation

By: GK Development, Inc., an Illinois
corporation

Its: Manager

By: 
Print Name: Garo Kholamian
Its: President

MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION,
As successor in interest to National City
Bank

By: _____
Print Name: _____
Its: _____

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized officers as of the date and year first above written.

MORTGAGOR:

LEMONT PLAZA PARTNERS, L.L.C, an
Illinois corporation

By: GK Development, Inc., an Illinois
corporation
Its: Manager

By: _____
Print Name: Garo Kholamian
Its: President

MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION,
As successor in interest to National City
Bank

By: _____
Print Name: _____
Its: _____

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Lake) SS

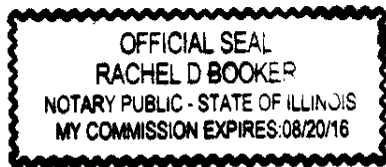
I, Rachel D Booker, a Notary Public in and for and residing in
said Cook County and State, DO HEREBY CERTIFY THAT
Anna Fridberg, the Vice President of PNC BANK,
NATIONAL ASSOCIATION, as successor in interest to National City Bank, personally
known to me to be the same persons whose name is subscribed to the foregoing instrument
appeared before me this day in person and acknowledged that She signed and delivered said
instrument as her own free and voluntary act and as the free and voluntary act of said limited
liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of October,
2012.

Rachel D Booker
Notary Public

My Commission Expires:

8/20/2016



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ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF lake) SS

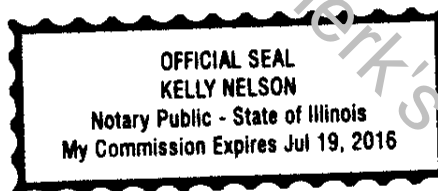
I, Kelly Nelson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Garo Kholamian, the President of GK DEVELOPMENT, INC., an Illinois corporation, the Manager of LEMONT PLAZA PARTNERS, L.L.C, an Illinois limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as h own free and voluntary act and as the free and voluntary act of said corporation in its capacity as the Manager of LEMONT PLAZA PARTNERS, L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of Oct, 2012.

Ky Nelson
Notary Public

My Commission Expires:

7.19.16



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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING WESTERLY ALONG LAST DESCRIBED COURSE, FOR A DISTANCE OF 213.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, 372.92 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EASTERLY LINE, 36.09 FEET; THENCE EASTERLY PARALLEL WITH THE SAID NORTH LINE, 213.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, 190.79 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEND STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24899513; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE, 429.34 FEET MORE OR LESS TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 367.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH DISTANCE OF 77.12 FEET MORE OR LESS TO THE POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG SAID TANGENT, FOR A DISTANCE OF 109.49 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WARNER STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24899513; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 42.17 FEET MORE OR LESS TO THE POINT OF CURVATURE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 433.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, FOR AN ARC LENGTH DISTANCE 90.63 FEET MORE OR LESS TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG SAID TANGENT 114.0 FEET TO A POINT LYING 322.08 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH ONE-HALF; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE 200 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 50 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE, 181.86 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2, EXCEPT THE WEST 141 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE NORTH 185 FEET OF THE EAST 125 FEET OF SAID LOT 1, ALL IN ESSICK PLAZA SUBDIVISION ADDITION TO THE VILLAGE OF LEMONT, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF (EXCEPT THE WEST 695 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE VACATED 66 FOOT MEEPOTAW DRIVE LYING SOUTH OF AND ADJOINING SAID LOT 1 (EXCEPT THE WEST 141 FEET THEREOF) AND ALSO THE VACATED 33 FEEL ROBERTA STREET LYING SOUTHERLY OF AND ADJOINING SAID LOT 2 (EXCEPT THE WEST 141 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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THE NORTH 185 FEET OF THE EAST 125 FEET OF LOT 1 IN ESSICK PLAZA SUBDIVISION ADDITION TO THE VILLAGE OF LEMONT, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING WESTERLY ALONG LAST DESCRIBED COURSE, FOR A DISTANCE OF 213.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, 372.92 FEET; THENCE WESTERLY PARALLEL WITH THE SAID NORTH LINE, 181.86 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 50.0 FEET; THENCE WESTERLY PARALLEL WITH THE SAID NORTH LINE, 200 FEET TO THE EASTERLY LINE OF WARNER STREET DEDICATED AND RECORDED AS DOCUMENT 24899513; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 312.38 FEET TO THE NORTH LINE OF SAID SOUTH ONE-HALF; THENCE EASTERLY ALONG SAID NORTH LINE, 381.30 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

Common address: 1100 South State Street, Lemont, Illinois

P.I.N.: 22-29-307-012-0000

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EXHIBIT B

SCHEDULE 1 TO FIRST MORTGAGE

Interest Rates

The defined terms appearing in this Schedule 1 shall have the meanings ascribed to them in the Note. Definitions from the Note for some of the terms are set forth below for ease of reference.

Interest on the Loan shall be due and payable by Mortgagor as follows:

1. Interest. From and including the date of initial funding under the Note (the "Starting Date"):

a. The unpaid principal balance of the Note shall at all times bear interest at a rate equal to the LIBOR Based Rate, *provided*, that in the event Daily LIBOR Rate is unavailable as a result of Lender's good faith determination of the occurrence of one of the events specified in paragraph 3 of the Note, interest shall accrue at a rate equal to the Floating Interest Rate. Daily LIBOR Rate shall be adjusted by Lender, as necessary, at the end of each Banking Day during the term of the Note. Lender shall not be required to notify Borrower of any adjustment in Daily LIBOR Rate; however, Borrower may request a quote of the prevailing LIBOR Based Rate on any Banking Day.

b. Interest shall be paid monthly in arrears on the first Business Day of the calendar month following the Starting Date and on the first Business Day of each calendar month thereafter.

The foregoing notwithstanding, nothing in the Note or herein shall affect the rate of interest applicable to the unpaid principal of the Note or overdue interest thereon (A) to the extent any principal of or accrued interest on the Note is overdue, without regard to notice, grace or cure periods, (B) after the Maturity Date or (C) to the extent the unpaid principal balance of the Note bears interest at any time based on a rate other than the rate indicated herein. Anything to the contrary contained herein, or in the Note, notwithstanding, from and after the occurrence of (a) any default in the payment of interest when due in accordance with the terms of the Note, without respect to any notice, grace or cure periods; (b) a Default under the Note, or (c) the Maturity Date of the Note, whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding under the Note at the Default Rate and shall be payable upon demand and shall be added to the principal balance of the Loan on the first day of each calendar month, if not sooner paid. Interest shall continue to accrue at the Default Rate until the applicable default has been cured (if curable) or the payment in full of the entire indebtedness evidenced hereby, including but not limited to interest at the Default Rate as applicable, regardless of the entry of a judgment on the Note, foreclosure of the Mortgage or the filing of any petition under the Federal Bankruptcy Act or similar law to the extent permitted by law.

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2. Definitions

Base Rate shall mean the highest of (a) Prime Rate, and (b) the Federal Funds Open Rate plus fifty (50) basis points (0.50%)

Daily LIBOR Rate means, for any day, the rate per annum determined by Lender by dividing (x) the Published Rate by (y) a number equal to 1.00 minus the LIBOR Reserve Percentage. The Daily LIBOR Rate shall be adjusted on and as of the effective date of any change in the LIBOR Reserve Percentage.

Daily LIBOR Rate Spread means three and one-half percent (3.5%) computed on the basis of a three hundred sixty (360) day year.

Default Rate means five percent (5%) per annum plus LIBOR Based Rate (or, if applicable due to one of the events described in paragraph 3 of the Note, the Floating Interest Rate)

Federal Funds Open Rate shall mean, for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North American, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by Lender (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by Lender at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Borrower.

Floating Interest Rate means the rate equal to the Base Rate from time to time in effect plus three and one-half percent (3.5%), computed based on the actual number of days elapsed and a year of three hundred sixty days (360).

LIBOR Based Rate means the sum of (1) the Daily LIBOR Rate plus (2) the Daily LIBOR Rate Spread.

LIBOR Reserve Percentage means the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal, and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities").

Prime Rate shall mean the rate publicly announced by Lender from time to time as its prime rate. The Prime Rate is determined from time to time by Lender as a means of pricing

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some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by Lender to any particular class or category of customers.

Published Rate means the rate of interest published each Business Day in The Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in any other publication selected by Lender).

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EXHIBIT C

SCHEDULE 1 TO SECOND MORTGAGE

Interest Rates

The defined terms appearing in this Schedule 1 shall have the meanings ascribed to them in the GDH Loan Agreement. Definitions from the GDH Loan Agreement for some of the terms are set forth below for ease of reference.

Interest on the Loan shall be due and payable by Borrower as follows:

1. Interest Rates

a. Provided the conditions in Section 2 below (the "**Conditions**") are met, interest on the Loan shall accrue at a rate equal to three hundred fifty basis points (3.50%) plus the Daily LIBOR Rate, adjusted by Lender as necessary at the end of each Business Day. Lender shall not be required to notify Borrower of any adjustment in the interest rate hereunder. Borrower may, however, request a quote of the prevailing Daily LIBOR Rate on any Business Day.

b. Notwithstanding anything to the contrary or inconsistent herein, in the event all of the Conditions are not satisfied, interest on the Loan shall accrue at the Base Rate plus three hundred fifty basis points (3.50%).

c. From and after such time as an Event of Default occurs under GDH Loan Agreement or any of the other Loan Documents, or if the Loan is not paid in full on or prior to the Maturity Date, the unpaid balance outstanding under the Loan shall bear interest at an interest rate equal to the applicable interest rate, plus five percent (5.00%) ("Default Rate").

2. Conditions for Basing Interest on the Daily LIBOR Rate. Interest on the Loan will be based on the Daily LIBOR Rate upon the condition that:

a. There shall have occurred no change in applicable law which would make it unlawful, in Lender's sole discretion, for Lender to fund, make or maintain loans bearing interest based on the Daily LIBOR Rate; and

b. Circumstances affecting the market selected by Lender for the purpose of funding the Loan do not make it impractical, in Lender's sole discretion, for Lender to determine the Daily LIBOR Rate.

Lender's books and records shall be conclusive (absent manifest error) as to whether Lender shall have determined that the interest rate is prohibited from being based on the Daily LIBOR Rate. Lender shall serve Borrower written notice of any such determination.

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3. Computation of Interest. Interest accruing on the unpaid principal balance of the Loan shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

4. Definitions

Base Rate means the highest of (A) the Prime Rate and (B) the sum of the Federal Funds Open Rate plus fifty (50) basis points.

Daily LIBOR Rate means, for any day, the rate per annum determined by Lender by dividing (x) the Published Rate by (y) a number equal to 1.00 minus the LIBOR Reserve Percentage. The Daily LIBOR Rate shall be adjusted on and as of the effective date of any change in the LIBOR Reserve Percentage.

Federal Funds Open Rate means, for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by Lender (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, of if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by Lender at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Borrower.

LIBOR Reserve Percentage means the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities").

Prime Rate means the rate publicly announced by Lender from time to time as its prime rate. The Prime Rate is determined from time to time by Lender as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by Lender to any particular class or category of customers.

Published Rate means the rate of interest published each Business Day in The Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in another publication selected by the Lender).

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EXHIBIT D

SCHEDULE 1 TO THIRD MORTGAGE

Interest Rates

The defined terms appearing in this Schedule 1 shall have the meanings ascribed to them in the Indianola Loan Agreement. Definitions from the Indianola Loan Agreement for some of the terms are set forth below for ease of reference.

Interest on the Loan shall be due and payable by Borrower as follows:

1. Interest Rates.

a. Provided the conditions contained in Section 2 below ("**Conditions**") are satisfied, interest on the Loan shall accrue, from and after April 30, 2011, at a rate equal to the One Month LIBOR Rate plus three hundred fifty basis points (3.5%).

b. Notwithstanding anything to the contrary or inconsistent herein, in the event all of the Conditions are not satisfied, interest on the Loan shall accrue at the Prime Variable Rate from and after April 30, 2011.

c. From and after such time as an Event of Default occurs under this Agreement or any of the Loan Documents, or if the Loan is not paid in full on or prior to the Maturity Date, the unpaid balance outstanding under the Loan shall bear interest at an interest rate equal to the applicable interest rate, plus five percent (5%) ("**Default Rate**").

2. Conditions for Basing Interest on the One Month LIBOR Rate. Interest on the Loan will be based on the One Month LIBOR Rate upon the condition that:

a. There shall have occurred no change in applicable law which would make it unlawful, in Lender's sole discretion, for Lender to fund, make or maintain loans bearing interest based on the One Month LIBOR Rate; or

b. Circumstances affecting the market selected by Lender for the purpose of funding the Loan do not make it impracticable, in Lender's reasonable discretion, for Lender to determine the One Month LIBOR Rate.

Lender's books and records shall be conclusive (absent manifest error) as to whether Lender shall have determined that the interest rate is prohibited from being based on the One Month LIBOR Rate. Lender shall serve Borrower notice of any such determination.

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3. Computation of Interest. Interest accruing on the unpaid principal balance of the Loan shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

4. Definitions.

Cost of Funds means Lender's cost of funds as determined by Lender in the exercise of its sole discretion and quoted to Borrower on request.

One Month LIBOR Rate means the rate per annum (rounded upwards, if necessary, to the next higher one sixteenth (1/16th) of one percent (1%)) determined by Lender and equal to the average rate per annum at which deposits (denominated in United States dollars) in an amount similar to the principal amount of the Loan and with a maturity one month after the date of reference are offered at 11:00 a.m. London time (or as soon thereafter as practicable) on the date of reference by banking institutions in the London, United Kingdom market, as such interest rate is referenced and reported by the British Bankers Association in Bridge Financial Telerate System "Page 3,750" report or, if the same is unavailable, any other generally accepted authoritative source of such interest rate as Lender may reference from time to time. The foregoing is not necessarily (i) the lowest rate of interest or the only "LIBOR" denominated interest rate then available from Lender on fluctuating rate loans or (ii) determined in the same manner as any other "LIBOR" denominated interest rate offered by Lender. The foregoing is not necessarily determined in the same manner as any other "LIBOR" denominated interest rate offered by any other bank or published by any publication. The One Month LIBOR Rate is subject to change, as necessary, at the end of each Banking Day (defined as any day other than any Saturday, Sunday or legal holiday in which Lender's banking offices are open to the public for carrying then substantially all of its banking functions) during the term hereof.

Prime Variable Rate means the daily fluctuating rate of interest per annum then most recently announced by Lender as its prime rate for U.S. Dollar loans. Each change in the Prime Variable Rate shall be effective automatically, immediately and without notice to Borrower. If Lender ceases to use the term "Prime Variable Rate" in setting base rate of interest for commercial loans, then the Prime Variable Rate herein shall be determined by reference to the rate used by Lender as such a base as designated by Lender to Borrower. The "Prime Variable Rate" is a base reference rate of interest adopted by Lender as a general bench mark from which Lender determines the floating interest rates chargeable on various loans to Borrower with varying degrees of creditworthiness, and Borrower acknowledges and agrees that Lender has made no representations whatsoever that the Prime Variable Rate is the interest rate actually offered by Lender to borrowers of any particular creditworthiness and that such rate is not necessarily the lowest rate then available from Lender for fluctuating rate loans.