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Doc#: 1305939067 Fee: \$66.00
Karen A. Yarbrough RHP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2013 03:04 PM Pg: 1 of 15

*This document was prepared by
and after recording should be
returned to:*

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Address of Property:

1725 East-West Road
Calumet City, IL 60409

Permanent Index No.:

29-24-200-068-0000

LOAN MODIFICATION AGREEMENT SUMMARY

This Loan Modification Summary (this "Summary") is made in connection with the Loan Modification Agreement attached hereto (the "Modification"), among Borrower, Guarantor(s), if any, and Holder (each as defined below) and once signed, it shall be deemed part of the Modification. This Summary sets forth the applicable terms and conditions relating to the Modification.

Borrower	Northampton Towne Centre LLC, a New York limited liability company (" <u>Borrower</u> ")
Guarantor	Rafat U. Shaikh (" <u>Guarantor</u> "), and together with Borrower, the " <u>Borrower Parties</u> ")
Holder	Multibank 2009-1 CRE Venture, LLC, a Delaware limited liability company (" <u>Holder</u> ").
Effective Date	December 28, 2012 (the " <u>Effective Date</u> ")
Failed Bank	Omni National Bank (the " <u>Bank</u> ")
Note	That certain Commercial Note dated December 26, 2007 executed by Borrower and payable to Bank (the " <u>Note</u> ")
Security Deed	That certain Commercial Mortgage and Security Agreement dated December 26, 2007, executed by Borrower in favor of Bank and recorded with the Cook County Recorder of Deeds as Document No. 0800218078 (the " <u>Security Deed</u> ")
Guarantee(s)	That certain Guaranty dated December 28, 2007, executed by Guarantor in favor of Bank (the " <u>Guaranty</u> ")
Interest Rate	Interest shall accrue on the outstanding balance of the Loan at a per annum rate equal to Prime (" <u>Index</u> ") plus 0.50%; provided that at no time shall the Interest Rate be less than minimum rate (the " <u>Rate Floor</u> ") of 5.0% (the " <u>Interest Rate</u> ").
Maturity Date	December 28, 2014 (as may be extended by any extension options, the " <u>Maturity Date</u> ")

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Extension Option	NONE
Repayment	Regular monthly payments of principal and interest based on an amortization period of 20 years
First Payment Date	February 1, 2013
Additional Conditions	The following shall be additional conditions precedent to the effectiveness of the Modification: Borrower shall pay to Holder the accrued, unpaid interest of \$6,404.80 upon execution of this Agreement by Borrower and Guarantor
Modification Fee	Borrower shall pay to Holder a fee in the amount of \$10,787.03. The Modification Fee shall be payable upon execution of this Agreement by Borrower and Guarantor.
Acknowledgement of Amounts Due	Borrower Parties acknowledge that the outstanding unpaid balance of the Loan (including outstanding principal of \$1,078,702.59, and accrued, unpaid interest of \$6,404.80) is \$1,085,107.39.
Notice Addresses	<p>For purposes of this Modification and the Original Loan Documents, the addresses for notice are as follows:</p> <p style="text-align: center;"><u>BORROWER PARTIES:</u></p> <p style="text-align: center;">6961 Peachtree Industrial Boulevard Norcross, GA 30092</p> <p style="text-align: center;"><u>HOLDER:</u></p> <p style="text-align: center;">Multibank 2009-1 CRE Venture, LLC 2450 Broadway, 6th Floor, Santa Monica, CA 90404 Attention: Legal Department</p>

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LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Modification") is entered into as of the Effective Date by and among the **Northampton Towne Centre LLC, a New York limited liability company** ("Borrower"), **Rafat U. Shaikh** ("Guarantor"), and **Multibank 2009-1 CRE Venture, LLC, a Delaware limited liability company** ("Holder").

WITNESSETH

WHEREAS, Borrower is the owner of certain real estate (the "Premises") commonly known as 1725 East West Road, which is located in the City of Calumet City, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Bank made a certain loan to Borrower (the "Loan") evidenced by Note; and

WHEREAS, the Note is secured by the Security Deed; and

WHEREAS, Each Guarantor executed a Guaranty in favor of Bank; and

WHEREAS, the Note, the Security Deed, the Guaranty and any and all other documents evidencing, securing or otherwise related to the Loan are herein referred to as the "Original Loan Documents"; and

WHEREAS, the Loan and all Original Loan Documents were purchased by Holder from the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Bank; and

WHEREAS, the parties hereto wish to modify the Original Loan Documents in accordance with and only in accordance with and pursuant to the terms and conditions of this Modification.

NOW THEREFORE, for and in consideration of the premises, ten dollars (\$10) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be mutually bound, do hereby agree as follows:

1. Recitals and Summary. The foregoing recitals and the Summary are confirmed by the Holder, the Borrower and the Guarantor as true and correct and are incorporated herein by reference. The recitals and the Summary are a substantive, contractual part of this Modification. Capitalized terms used herein shall have the meanings ascribed in the Summary, or otherwise in the Original Loan Documents. The parties acknowledge that the Summary may contain terms and conditions that supplement or contradict the terms in this Modification, and in that case, the Summary shall prevail and provide controlling terms. Such additional terms and conditions may include provisions necessary for compliance with law in the governing jurisdiction and/or limits on scope and may be offered up and then negotiated and/or accepted (or not) in the exercise of each parties' sole and absolute discretion.

2. Modification of Note. The Note is hereby amended as follows:

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- a. The paragraph titled "*Payment of Principal and Interest*" is hereby deleted and replaced in its entirety as follows, with capitalized terms defined as set forth in the Summary:

"Beginning with the payment due February 1, 2013, Maker will pay principal and interest monthly on the first day of each month amortized on a basis of twenty (20) years. The entire outstanding principal balance and accrued interest thereon shall be due and payable on December 28, 2014 (or on the first Business Day thereafter, if said date is not a Business Day) ("Maturity Date") unless earlier due and payable by reason of the acceleration of the Maturity of this Note.

- b. The paragraph titled "*Interest prior to Default*" is hereby deleted and replaced in its entirety as follows, with capitalized terms defined as set forth in the Summary:

"The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Index. If the Index becomes unavailable during the term of the loan, Lender may designate a substitute index after notice to Maker. Lender will tell Maker the current Index rate upon Maker's request. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Interest Rate, rounded up to the nearest 0.0010 percent. This rate is not necessarily the lowest rate charged by Lender on its loans and Maker understands that Lender may make loans based on other rates as well. NOTICE: Under no circumstances will the interest rate on this Note be less than the Rate Floor, or more than the maximum rate allowed by applicable law."

3. References. All references in the Original Loan Documents to the "Note" or "Commercial Note" shall mean and refer to the Note as amended by this Modification.

4. Modification Fee. The Modification Fee shall be in consideration of Holder's willingness to modify the Loan and shall be deemed fully earned and shall be non-refundable upon the Effective Date.

5. Conditions Precedent. The effectiveness of this Modification is subject to the satisfaction of the following conditions precedent:

- a. Modification Fee. Holder shall have received the Modification Fee, or the portion thereof payable at closing, as applicable.
- b. Payment of Expenses. Holder shall have received payment from Borrower for all costs incurred by Holder in connection with this Modification, including, without limitation, attorneys' fees, recording fees, and any costs associated with title endorsements or other related matters.
- c. Title Endorsement. Holder shall have obtained endorsements to the policy of title insurance satisfactory to Holder.
- d. No Default. There shall be no Event of Default or circumstances that would result in an Event of Default under the Loan Documents.
- e. Receipt of Documents. Holder shall have received original executed and notarized copies of this Modification and such other documents as required by Holder in connection with this Modification.

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- f. Unpaid Taxes and Insurance. Borrower shall have paid all delinquent or defaulted property taxes and provided evidence of insurance coverage in compliance with the requirements of the Original Loan Documents.
- g. Miscellaneous. Holder shall have received any and all other documents reasonably requested by Holder as a condition to the effectiveness of this Modification, including, without limitation, financial statements, rent rolls, and appraisals of any collateral securing the Loan, authorizing resolutions, and the organizational documents of the Borrower Parties.
- h. Additional Conditions. Such additional conditions precedent as set forth in the Summary.
- i. Committee Approval. Holder shall have received the final approval of its credit committee, which approval shall be at the sole and absolute discretion of Holder.

6. Representations and Warranties of Borrower. Borrower hereby represents and warrants that all of the representations and warranties of Borrower made in the Original Loan Documents remain true and correct as of the date of this Modification. In addition, Borrower represents and warrants (A) that any and all financial statements and other financial information of Borrower provided to Holder prior to and in connection with this Modification are accurate and complete in all material respects, and fairly represent the financial condition of Borrower and his liabilities, (B) Borrower has no claims, offsets, counter-claims, or defenses with respect to (x) payment of the Loan, (y) the performance of Borrower's obligations under the Original Loan Documents, and (z) any liability of Borrower under the Original Loan Documents, and (C) Neither Bank nor Holder has breached any duty or obligation to Borrower under the Loan and has fully performed all of its obligations under the Original Loan Documents.

7. Except as specifically modified by this Modification, the Original Loan Documents shall remain unchanged and in full force and effect, and Borrower hereby reaffirms all of its obligations thereunder. Nothing herein contained is intended to, nor shall it be deemed or construed to create a novation of the indebtedness ("Indebtedness") evidenced and secured by the Note (as modified hereby), and the other Original Loan Documents. Borrower hereby reaffirms the Indebtedness and its obligations under the Note and other Original Loan Documents. This Modification is a revision only, and not a novation, and nothing herein contained shall in any way impair any of the Original Loan Documents or alter, waive, annual, vary or affect any term, provision, condition, covenant, right, power or remedy contained therein, it being the intent of Borrower, Guarantors and Holder that the terms, provisions, conditions, covenants, rights, powers and remedies contained in the Original Loan Documents shall continue in full force and effect except as expressly modified by the terms of this Modification.

8. In the event that, by virtue of any of the terms, conditions and provisions of this Modification, a lien or other property interest in the Premises otherwise junior to the liens created by the Original Loan Documents shall gain superiority over the liens created by the Loan Documents, this Modification shall, nunc pro tunc, by null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Original Loan Documents shall not be impaired.

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9. In the event Holder shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Holder shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

10. This Modification is binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

11. This Modification and the other Original Loan Documents constitute the sole and entire agreement between Borrower and Holder with respect to the subject matter hereof and supersede all prior agreements, representations, covenants, promises, understandings or undertakings (whether written or oral) with respect to the subject matter hereof. Neither this Modification nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing sought by the party against whom enforcement of such change, waiver, discharge or termination is sought.

12. Guarantor, by execution of this Modification, hereby reaffirms his obligations under the Guaranty and acknowledges and agrees that his obligations under such Guaranty extend to and include the Indebtedness evidenced by the Note (as modified hereby). Guarantor hereby agrees that nothing contained in this Modification shall constitute or be deemed to be a release of or limitation on Guarantor's obligations under the Guaranty. Guarantor represents and warrants that he has no defenses to or right of set-off against his obligations to Holder under the Guaranty. Guarantor hereby also reaffirms each and all of the waivers in the Guaranty.

13. Each of the Borrower and any Guarantor (i) is a sophisticated party with respect to the re-negotiation and consummation of the Original Loan Documents, (ii) is able to bear the economic risk associated with the re-negotiation and consummation of the Original Loan Documents, (iii) has adequate information relating to the collateral property to make an informed decision regarding the re-negotiation of the Original Loan Documents and the consummation of the Modification, (iv) has such knowledge and experience, including in commercial real estate development and ownership, so as to be aware of the risks and uncertainties inherent in the renegotiation and consummation of the Original Loan Documents and (v) has independently and without reliance upon Holder and based on such information as Borrower or Guarantor has deemed appropriate, made their own analysis and decision to enter into and consummate the transactions contemplated by the Original Loan Documents and this Modification. The Borrower and Guarantor acknowledge that Holder has not given any such parties any investment advice, credit information or opinion on whether the renegotiation or consummation of the Original Loan Documents is prudent.

14. **Each of the Borrower and any Guarantor hereby warrants and represents to Holder that the Loan is not subject to, and hereby waive, any credits, charges, claims, or rights of offset or deduction of any kind or character whatsoever (the obligations of Borrower being absolute and unconditional). In order to induce Holder to enter this Modification and as a material part of the consideration therefor, each of the Borrower and any Guarantor, on behalf of itself and its officers, directors, shareholders, partners, members, predecessors, successors, assigns, servicers, attorneys contractors and agents, as applicable (collectively,**

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“Releasors”), hereby irrevocably and unconditionally release and forever discharge Holder (and the trustee of any mortgage, deed of trust, and/or deed to secure debt) and each of their beneficiaries, trustees, owners, predecessors (including, without limitation, the Bank and the FDIC), successors, assigns, agents, officers, employees, servicers, representatives, attorneys, and affiliates, and all persons acting by, through, under, or in concert with any of the aforesaid persons or entities (collectively, “Released Parties”), or any of them, from and against any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses, including, without limitation, attorneys’ fees, of any kind or nature whatsoever, whether under law, in equity or by statute, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have, own, or hold, or at any time heretofore have had, owned, held or claimed to have had, owned, or held against any of the Released Parties arising from, based upon, or related to, whether directly or indirectly (collectively, “Claims”): (i) the Loan; (ii) the Original Loan Documents; (iii) any real and personal property collateral for the Loan; (iv) this Modification; (v) any and all other agreements, documents or instruments referenced herein or in the Original Loan Documents or related hereto or thereto; (vi) any defenses as to the enforcement of the Original Loan Documents; (vii) any act, omission, negligence or breach of duty; or (viii) any theory of lender liability. Releasors acknowledge that there is a risk that after the execution of this Modification, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated, including, without limitation, unknown or unanticipated Claims which, if known by Releasors, may have materially affected Releasors’ decision to execute this Modification. Releasors represent and warrant to the Released Parties that Releasors have not assigned or transferred or purported to assign or transfer any Claim or Claims or any portion thereof or any interest therein, and agree to indemnify, defend (with counsel selected by the Released Parties), and hold the Released Parties harmless from and against any Claim or Claims based on, or arising out of, whether directly or indirectly, any such assignment or transfer, or purported assignment or transfer.

BORROWER AND GUARANTOR INITIALS: _____

If this Modification is terminated for any reason, this paragraph 15 shall survive.

15. THE BORROWER AND ANY GUARANTORS ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY TERM OR PROVISION CONTAINED IN THIS MODIFICATION, ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MODIFICATION AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THE BORROWER, ANY GUARANTOR AND HOLDER HEREBY JOINTLY CONSENT AND AGREE THAT THE STATE OR FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER COOK COUNTY, STATE OF ILLINOIS, SHALL HAVE NON-EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN HOLDER AND THE BORROWER OR ANY GUARANTOR PERTAINING TO THIS MODIFICATION, THE ORIGINAL LOAN DOCUMENTS, OR TO ANY MATTER ARISING OUT OF OR RELATING

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TO THIS MODIFICATION OR THE ORIGINAL LOAN DOCUMENTS; PROVIDED THAT, NOTHING IN THIS MODIFICATION SHALL BE DEEMED OR OPERATE TO PRECLUDE HOLDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTIONS TO ENFORCE THIS MODIFICATION, THE ORIGINAL LOAN DOCUMENTS, OR ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF HOLDER. EACH OF THE BORROWER AND ANY GUARANTOR EXPRESSLY WAIVES ANY OBJECTION WHICH IT MAY HAVE IN CONNECTION WITH ANY LEGAL ACTION BASED UPON IMPROPER VENUE OR FORUM NON CONVENIENS. EACH OF THE BORROWER AND ANY GUARANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH SUIT AND EXPRESSLY AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY OVERNIGHT COURIER OR BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THEM AT THE ADDRESS SET FORTH ABOVE FOR BORROWER AND GUARANTORS, AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE PARTY'S ACTUAL RECEIPT THEREOF, OR DELIVERY AT THE ADDRESS REFERENCED ABOVE IN THIS MODIFICATION BY PREPAID OVERNIGHT COURIER (E.G., FEDERAL EXPRESS, UPS-AIR, DHL, ETC.), WHETHER ACCEPTED OR NOT.

16. EACH OF THE BORROWER AND ANY GUARANTORS HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MODIFICATION, ANY GUARANTY OR THE ORIGINAL LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE BORROWER AND ANY GUARANTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. HOLDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND ANY GUARANTOR.

17. Counterparts. This Modification may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Modification, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged. Any scanned PDF counterparts or facsimile counterparts shall be considered originals.

18. Limitation on Liability. No present or future advisor, trustee, director, officer, employee, shareholder or agent of Holder shall have any personal liability, directly or indirectly, under or in connection with this Modification or any agreement made or entered into under or pursuant to the provisions of this Modification, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and each Borrower Party and its successors and assigns hereby waive any and all such personal liability.

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19. Headings. The headings of paragraphs in this Modification are for convenience of reference only and shall not in any way affect the interpretation or construction of this Modification.

20. Attorney's Fees. In any legal action relating to this Modification, the Holder and any of the Released Parties shall be entitled to receive from the Borrower all costs and expenses of such action (including reasonable out of pocket attorneys' fees and disbursements).

21. Further Cooperation. Borrower and any Guarantor hereby agree to cooperate with Holder and to execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, Mortgages and other documents and recordings of liens) that the Holder reasonably request to satisfy the terms and conditions of this Modification.

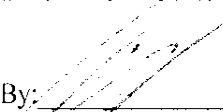
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Modification to be effective as of the date first above written.

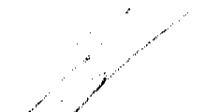
BORROWER:

NORTHAMPTON TOWNE CENTRE LLC,
a New York limited liability company

By: 

Rafat U. Shaikh, Managing Member

GUARANTOR:



RAFAT U. SHAIKH

HOLDER:

MULTIBANK 2009-1 CRE VENTURE, LLC,
a Delaware limited liability company

By: ColFin DB Funding, LLC,
Its Manager

By: _____
Name: _____
Title: _____

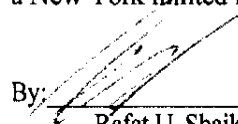
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Modification to be effective as of the date first above written.

BORROWER:

NORTHAMPTON TOWNE CENTRE LLC,
a New York limited liability company

By: 
Rafat U. Shaikh, Managing Member


GUARANTOR:


RAFAT U. SHAIKH

HOLDER:

MULTIBANK 2009-1 CRE VENTURE, LLC,
a Delaware limited liability company

By: ColFin OF Funding, LLC,
Its Manager

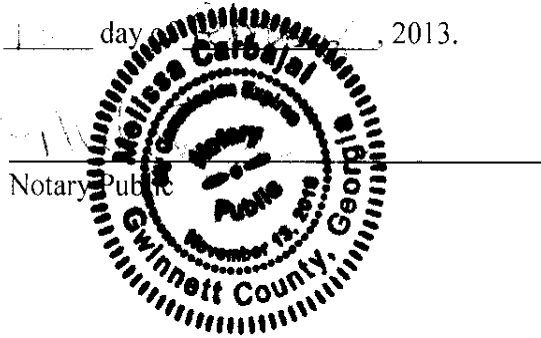
By: 
Name: Ronald M. Sanders
Title: Vice President

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STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

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

Given under my hand and Notarial Seal this 15 day of August, 2013.



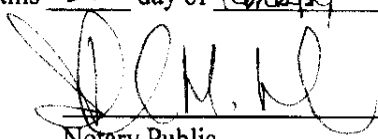
Property of Cook County Clerk's Office

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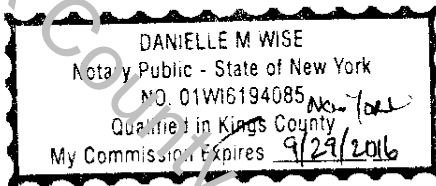
STATE OF New York)
) SS
COUNTY OF New York)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that RONALD M. SANDERS, the VICE President of **MULTIBANK 2009-1 CRE VENTURE, LLC, a Delaware limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said **MULTIBANK 2009-1 CRE VENTURE, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of February, 2013.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 5 in Oakview Shopping Center Subdivision, being a part of the northwest $\frac{1}{4}$ of Section 24 and part of the resubdivision of Lot 2 in River Oaks West Unit No. 2, being a subdivision of part of the northwest $\frac{1}{4}$ of Section 24, all in Township 36 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as set forth in the operation and easement agreement between Day on Hudson Corporation and E. K. Limited Partnership recorded August 12, 1992 as document 92599324 as amended by first amendment recorded April 1, 2002 as document 0020363913 and Declaration of Allocation, Designation of new party agreement regarding operation and easement agreement recorded October 9, 1992 as document 92753015 and re-recorded as document 93074470 and Declaration of Allocation, designation of a new party agreement regarding operation and easement agreement recorded January 28, 1993 as document 93074472 and Declaration of Allocation and designation of new party recorded July 24, 1997 as document 97537138.

Address of Property: 1725 East West Road
Calumet City, IL 60409

Permanent Index No.: 29-24-200-068-0000