

PREPARED BY:

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00452143

Permanent Tax I.D. No.:

17-27-310-086
17-27-310-087
17-27-305-114

Above Space for Recorder's Use Only

FIRST LOAN MODIFICATION AGREEMENT

This FIRST LOAN MODIFICATION AGREEMENT ("First Modification") is made this 6th day of June 2000 between SOUTH COMMONS, L.L.C., an Illinois limited liability company ("Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank").

RECITALS:

A. Pursuant to the terms and provisions of a certain Loan Agreement dated September 25, 1998 by and between Borrower and Bank ("Loan Agreement"), Bank made a loan ("Loan") to Borrower in an amount up to \$16,000,000.00 ("Loan Amount"). To evidence Loan, Borrower executed its Notes in the amounts of \$12,000,000.00 and \$4,000,000.00, respectively, both dated September 25, 1998 and payable to Bank, which Notes provide, among other things, for the payment of Loan Amount, interest thereon at the rates specified in the Notes and all other sums due and owing pursuant to the Notes and pursuant to other Loan Documents executed and delivered in connection with Loan (collectively "Indebtedness").

B. Notes are secured by Construction Mortgage and Security Agreement of even date with Notes, encumbering the land and improvements located at the property legally described on Exhibit "A" attached hereto and made a part hereof ("Mortgaged Premises"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 99045515 ("Mortgage") and "Other Loan Documents" (as defined in Mortgage). (Loan Agreement, Mortgage and Other Loan Documents are herein collectively referred to as "Security Documents").

C. Borrower and Bank wish to amend the terms of the Notes and Security Documents.

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NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Construction. This First Modification shall be construed in conjunction with the Notes and Security Documents (the Notes and Security Documents shall herein collectively be referred to as "Existing Loan Papers"). Except as amended hereby, all of the terms, covenants and conditions of Existing Loan Papers shall remain in full force and effect and are hereby ratified and confirmed. In the event of any inconsistencies between this First Modification and Existing Loan Papers, this First Modification shall control.

2. Defined Terms. All terms used herein shall have the meaning ascribed to them in the Existing Loan Papers, unless otherwise defined herein.

3. Amended Exhibits D and E and Reduction in the Revolving Loan Amount. Exhibits D and E to the Loan Agreement shall be deleted and, in lieu thereof, the following shall be substituted:

<u>Date</u>	<u>Sales</u>	<u>Closings</u>	<u>Maximum Loan</u>	<u>Equity Distributable</u>
6/30/00	400	300	\$8,000,000.00	\$1,500,000.00
3/31/01	500	450	\$5,000,000.00	\$2,500,000.00

This schedule shall control the making of Member's Distributions pursuant to Section 5.01, paragraph W of the Loan Agreement. In the event Borrower has satisfied the sales and closing schedule provided above, upon Borrower's making the Equity Distributions provided above, the maximum amount of the Revolving Loan shall be reduced to the amounts specified above.

IN WITNESS WHEREOF, Borrower and Bank have caused this First Modification to be executed as of the date and year first above written.

BORROWER:

SOUTH COMMONS L.L.C., an Illinois Limited Liability Company


By: Habitat South Commons L.L.C., an Illinois Limited Liability Company, its Manager

By: The Habitat Company, an Illinois Corporation, its Manager

By: 
Douglas R. Woodworth, President

BANK:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

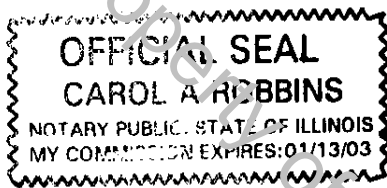
By: 
Title: LOAN OFFICER

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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The undersigned, a Notary Public, in and for the County and State aforesaid, hereby certifies that Douglas R. Woodworth as President of The Habitat Company, Inc., an Illinois corporation, the manager of Habitat South Commons, L.L.C., an Illinois limited liability company, the manager of South Commons, L.L.C., an Illinois 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 signed and delivered the said First Loan Modification Agreement as his own free and voluntary acts, for the uses and purposes therein set forth.

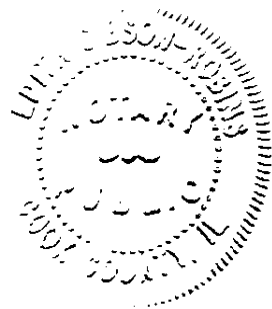


Carol A. Robbins
Notary Public
My Commission Expires: 1-13-03

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public, in and for the County and State aforesaid, hereby certifies that Paul Sori as officer of American National Bank and Trust Company of Chicago, a national banking association, 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 signed and delivered the said First Loan Modification Agreement as his own free and voluntary acts, for the uses and purposes therein set forth.

Elith Gibson-Robins
Notary Public
My Commission Expires: 5-16-2004



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EXHIBIT A

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UNIT NUMBERS 202, 207, 209, 302, 307-309, 402, 404, 407, 409, 502, 509, 607, 609, 702, 707, 710, 804, 805, 905-909, 1002-1004, 1007, 1010, 1105, 1110, 1205, 1302, 1304, 1305, 1307, 1402, 1404, 1405, 1407, 1505, 1507, 1602, 1609, 1702-1708, 1805, 1902, 1903, 1905, 1909, 2005, 2006, 2105 - 2901; 102, 104, 106, 213, 308, 311-3136, 403, 408, 411, 412, 502-504, 508, 511, 512 - 2921; 101, 102, 109, 201, 204, 214, 313, 408, 411, 502, 504, 506, 508, 510 - 2941; 101-105, 107, 109, 201, 202, 210-212, 302, 303, 307, 309-313, 401-406, 408, 410, 411-413, 503, 504, 506-508, 513, 514, 516 - 3021; AND 103, 104, 108, 206, 309, 311, 404-406, 410, 504, 508 - 3041 IN SOUTH COMMONS PHASE I CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF BLOCKS 92 AND 95, AND OF VACATED EAST 29TH STREET NORTH OF SAID BLOCK 92, IN CANAL TRUSTEES' SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION OF PART OF LOTS 21, 22 AND 23 IN THE ASSESSOR'S DIVISION OF THE NORTH 173.7 FEET OF THE EAST $\frac{1}{2}$ OF BLOCK 92 AFORESAID, SAID POINT BEING 8.00 FEET NORTH OF A LINE "X" DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF $\frac{3}{4}$ OF THE WEST $\frac{1}{2}$ OF BLOCK 92 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 AFORESAID; THENCE WEST ALONG A LINE 8.00 FEET NORTH OF AND PARALLEL WITH SAID LINE "X", A DISTANCE OF 113.16 FEET; THENCE SOUTH PERPENDICULARLY TO SAID LINE "X", A DISTANCE OF 17.33 FEET; THENCE WEST ALONG A LINE 9.33 FEET SOUTH OF AND PARALLEL WITH SAID LINE "X" 184.69 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 60.00 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN JOHN LONEGAN'S SUBDIVISION AFORESAID, TO A POINT ON THE SOUTH LINE OF LOT 8, 60.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN THE COUNTY CLERK'S DIVISION OF LOT 3 OF BLOCK 95 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 524.58 FEET; THENCE EAST PARALLEL WITH SAID LINE "X" 298.18 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE, (SAID EAST LINE BEING A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE SOUTH $\frac{1}{3}$ OF THE EAST $\frac{1}{2}$ OF BLOCK 95 AFORESAID TO THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION AFORESAID); THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF BLOCK 98 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH A LINE CONNECTING THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TO THE SOUTHWEST CORNER OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID, SAID POINT BEING 533.91 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN LONEGAN'S SUBDIVISION AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF $\frac{3}{4}$ OF THE WEST $\frac{1}{2}$ OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION AFORESAID (SAID PARALLEL LINE HEREINAFTER AS LINE "A"), A DISTANCE OF 298.18 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 308.40 FEET TO THE SOUTH LINE OF BLOCK 95 IN CANAL TRUSTEES' SUBDIVISION AFORESAID (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF BLOCK 98 AFORESAID); THENCE NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 98, A DISTANCE OF 0.009 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF 9 TO 16 BOTH INCLUSIVE IN THOMAS' RESUBDIVISION OF SAID BLOCK 98; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG THE SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 119.10 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 MINUTES 05 MINUTES 44 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 267.86 FEET TO THE EASTERLY EXTENSION OF A LINE 34.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 41 AND 60 TO 63 IN THOMAS AND BOONE'S SUBDIVISION OF BLOCK 98 AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 298.29 FEET TO THE POINT OF INTERSECTION WITH A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 63 TO 78 BOTH INCLUSIVE, IN THOMAS AND BOONE'S SUBDIVISION AFORESAID; THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 254.65 FEET TO A POINT THAT IS 132.40 FEET SOUTH OF THE NORTH LINE OF

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SAID BLOCK 98; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH LINE "A" AFORESAID, A DISTANCE OF 77.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH SAID LINE "A", A DISTANCE OF 220.51 FEET TO THE PLACE OF BEGINNING, ALL COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF BLOCKS 95 AND 98 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH A LINE CONNECTING THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 IN CANAL TRUSTEES' SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID, SAID POINT BEING 533.91 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 11 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF ¾ OF THE WEST 1/2 OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 JOHN LONEGAN'S SUBDIVISION AFORESAID (SAID PARALLEL LINE HEREINAFTER REFERRED TO AS LINE "A"), A DISTANCE OF 298.18 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE SOUTH 00 DEGREES, 07 MINUTES, 24 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 07 MINUTES, 24 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 138.40 FEET TO THE SOUTH LINE OF BLOCK 95 AFORESAID (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF BLOCK 98 AFORESAID); THENCE NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 98, A DISTANCE OF 0.009 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 9 TO 16 BOTH INCLUSIVE TO THOMAS' RESUBDIVISION OF THE EAST 1/2 OF SAID BLOCK 98; THENCE SOUTH 00 DEGREES 05 MINUTES, 44 SECONDS, EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 119.10 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST PARALLEL WITH LINE "A" AFORESAID, A DISTANCE OF 133.51 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 257.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL WITH SAID LINE "A", A DISTANCE OF 133.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 14, 1999 AS DOCUMENT NUMBER 99043982, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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EXHIBIT A

Stage II - Oxford Mall

Parcel 1:

That part of Block 95 in Canal Trustees Subdivision of the West half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian described as follows: Commencing at a point on a line 60.00 feet East of and parallel with a line connecting the Northwest corner of Lot 1 in John Lonegan's Subdivision of land in the Northwest corner of Block 92 in Canal Trustee's Subdivision aforesaid, the South-west corner of Lot 8 in County Clerk's Division of Lot 3 in the Assessor's Division of Block 95 aforesaid said point being 608.91 feet South of the North line of said Lot 1 in John Lonegan's Subdivision aforesaid for the place of beginning; thence continuing South along said parallel line to the point of intersection with the South line of Block 95 aforesaid; thence East along the South line of said Block 95 to a point on a line 50.00 feet West of and parallel with the East line of vacated South Indiana Avenue; thence North along the last described parallel line to a point of intersection with a line drawn through the place of beginning and parallel with a line drawn from the Northeast corner of Lot 1 in E. Smith's Subdivision of three-fourths of the West half of Block 92 aforesaid to the Northwest corner of Lot 1 in John Lonegan's Subdivision aforesaid; thence West along the last described parallel line to the place of beginning all in Cook County, Illinois.

Parcel 2:

That part of Block 98 in Canal Trustee's Subdivision of the West half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the North line of said Block with the Northerly Extension of a line 50.00 feet West of and parallel with the West line of Lots 9 to 16 both inclusive in Thomas Subdivision of the East half of said Block 98; thence South along said parallel line to the Easterly Extension of a line 34.00 feet North of and parallel with the South line of Lots 41 and 60 to 63 in Thomas and Boone's Subdivision of Block 98 aforesaid; thence West along said parallel line to the point of intersection with a line 60.00 feet East of and parallel with the West line of Lots 63 to 78 both inclusive in Thomas and Boone's Subdivision aforesaid; thence North along said parallel line and its Northerly Extension to a point on the North line of Block 98 aforesaid; thence East along said North line to the point of beginning all in Cook County, Illinois.

EXHIBIT A

Stage III - Stratford Mall

That part of Blocks 80 and 83 in Canal Trustee's Subdivision of the West half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of a line 167.0 feet South of and parallel with the South line of East 26th Street, being the North line of Lots 23 to 37, both inclusive, in Thomas Stinson's Subdivision of Block 80 in Canal Trustee's Subdivision, aforesaid, with a line 50.0 feet East of and parallel with the West line of South Indiana Avenue, being a line drawn from the North East corner of Lot 22 in Thomas Stinson's Subdivision, aforesaid, to the South East corner of Lot 26 in Laffin and Smith's Subdivision of Blocks 86 and 89 of Canal Trustee's Subdivision, aforesaid; thence East along a line parallel with said South line of East 26th Street a distance of 95.0 feet; thence South along a line parallel with said West line of South Indiana Avenue, a distance of 237.60 feet; thence East along a line parallel with said South line of East 26th Street, a distance of 79.50 feet to a point 404.60 feet South of said South line of East 26th Street and 224.50 feet East of said West line of South Indiana Avenue; thence continuing East along said line parallel with the South line of East 26th Street a distance of 25.10 feet; thence North along a line parallel with said West line of South Indiana Avenue, a distance of 289.27 feet; thence East along a line parallel with said South line of East 26th Street, a distance of 20.0 feet; thence North along a line parallel with said West line of South Indiana Avenue, a distance of 4.67 feet; thence East along a line parallel with said South line of East 26th Street a distance of 78.00 feet; thence North along a line parallel with said West line of South Indiana Avenue a distance of 43.0 feet; thence East along a line parallel with said South line of East 26th Street, a distance of 94.66 feet to the West line of South Prairie Avenue being a line drawn from the South East corner of Lot 52 in Laffin and Smith's Subdivision, aforesaid to the North East corner of Lot 37 in Thomas Stinson's Subdivision, aforesaid; thence North along said West line of South Prairie Avenue a distance of 67.66 feet to said South line of East 26th Street; thence West along said South line of East 26th Street a distance of 392.25 feet to said line 50.0 feet East of and parallel with the West line of South Indiana Avenue; thence South along said last described parallel line a distance of 167.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by easement agreement made by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 7, 1971 and known as Trust Number 30630 with American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 7, 1971 and known as Trust Number 30625 dated March 1, 1972 and recorded October 18, 1972 as document 22069651 and filed on October 18, 1972 in the Registrar's Office of Cook County, Illinois as document LR 2055205 for ingress and egress to and from the parking facility upon the land and other property as described in Exhibit D attached thereto and for ingress and egress to and from the parking spaces located in the aforesaid parking facility.

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CONSENT TO LOAN MODIFICATION AGREEMENT

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The prompt payment of a part of the Indebtedness evidenced by the Notes and the prompt performance of the terms, covenants and conditions of Existing Loan Papers described in the First Loan Modification Agreement ("First Modification") to which this Consent is attached were guaranteed by the undersigned pursuant to the terms and conditions of Completion and Payment Guaranty Agreement (the "Guaranty") executed by the undersigned. The undersigned hereby consent to the execution of the First Modification and agree that the Guaranty executed by each of them shall be unaffected by such execution and each hereby ratify and confirm the terms and conditions of the Guaranty. This consent may be executed in counterparts.



Daniel Levin



Douglas R. Woodworth

THE HABITAT COMPANY, an Illinois corporation



Douglas R. Woodworth, President