

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

Shefsky & Froelich Ltd.
Suite 2500
444 North Michigan Avenue
Chicago, Illinois 60611
Attn: James M. Teper, Esq.



**FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, NOTE,
MORTGAGE AND OTHER LOAN DOCUMENTS**

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("First Amendment") is made and entered into as of the 28th day of October, 2001, by and among NORTH RIVER GROUP LLC, an Illinois limited liability company ("Borrower"), JAMES P. GRUSECKI ("J. Grusecki"), and THOMAS D. GRUSECKI ("T. Grusecki") [J. Grusecki and T. Grusecki are each hereinafter individually referred to as a "Guarantor" and collectively as the "Guarantors"] and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

RECITALS

A. As of the date hereof, Borrower is presently indebted to Lender in the principal sum of Sixteen Million Eight Hundred Eleven Thousand Two Hundred Seven and 78/100 Dollars (\$16,811,207.78) ("Loan"), which indebtedness is evidenced by that certain Promissory Note ("Note") in the original principal amount of Seventeen Million Eight Hundred Eighty Two Thousand Five Hundred and No/100 Dollars (\$17,882,500.00), dated as of October 29, 1999, and executed by Borrower in favor of the Lender.

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

- (i) Construction Loan Agreement dated as of October 29, 1999, by and among Borrower, Guarantors and Lender ("Loan Agreement");
- (ii) Mortgage Securing a Construction Loan dated October 29, 1999, executed by Borrower in favor of Lender and recorded on November 3, 1999, in the

BOX 333-CTT

7740754 01-MOR-11C
CHICAGO TITLE

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Recorder's Office of Cook County, Illinois, as Document No. 09034686 ("Mortgage");

- (iii) Assignment of Leases and Rents dated October 29, 1999, executed by Borrower in favor of Lender and recorded on November 3, 1999, in the Recorder's Office of Cook County, Illinois, as Document No. 09034687 ("Assignment of Rents");
- (iv) Security Agreement dated October 29, 1999, executed by Borrower in favor of Lender ("Security Agreement");
- (v) UCC-1 Financing Statement and UCC-2 Financing Statement executed by Borrower, as debtor, in favor of Lender, as secured party ("Financing Statements");
- (vi) Environmental Indemnity Agreement dated October 29, 1999, executed by Borrower and Guarantors in favor of Lender ("Environmental Indemnity");
- (vii) Guaranty of Payment and Performance dated October 29, 1999, executed by J. Grusecki in favor of Lender ("J. Grusecki Guaranty");
- (viii) Guaranty of Payment and Performance dated October 29, 1999, executed by T. Grusecki in favor of Lender ("T. Grusecki Guaranty") [the J. Grusecki Guaranty and T. Grusecki Guaranty are hereinafter collectively referred to as the "Guaranty"]; and
- (ix) Letter Agreement dated October 29, 1999, executed by Borrower and Guarantors in favor of Lender whereby Borrower and Guarantors waive their right to elect the permanent loan financing as provided in the Loan Agreement ("Letter Agreement").

The Note, Loan Agreement, Mortgage, Assignment of Rents, Security Agreement, Financing Statements, Environmental Indemnity, Guaranty and Letter Agreement, together with all other documents evidencing or securing the Loan including this First Amendment, are sometimes hereinafter collectively referred to as the "Loan Documents."

C. The Mortgage, as amended hereby, constitutes a valid first lien on the real property described on Exhibit A attached hereto and made a part hereof ("Property").

D. Borrower has requested that Lender agree to extend the Maturity Date of the Loan from October 28, 2001 to April 28, 2003.

E. Lender is willing to extend the Maturity Date of the Loan from October 28, 2001 to April 28, 2003 on the terms and conditions described in this First Amendment.

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NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender, and Guarantors hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this First Amendment.

2. Defined Terms. Any and all capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the definitions subscribed thereto in the Loan Agreement.

3. Promissory Note. Simultaneous with the execution and delivery of this First Amendment to Lender, Borrower has executed and delivered an Amended and Restated Promissory Note to Lender in the original principal amount of \$17,882,500.00, dated October 28, 2001, which amends and restates the Note previously delivered to Lender.

4. Modification of Loan Agreement. The Loan Agreement is hereby modified as follows:

- (a) The defined term "Note" shall refer to that certain Amended and Restated Promissory Note in the original principal amount of \$17,882,500.00 dated October 28, 2001, from Borrower to Lender.
- (b) The definition of "Default Rate" is hereby deleted and replaced with "as defined in the Note."
- (c) The definition of the "Interest Rate" is hereby deleted and replaced with "The Loan Rate or the LIBOR Rate plus the Applicable Margin, as each of these terms are defined in the Note."
- (d) The definition of "LIBOR Rate" is hereby deleted and replaced with "The LIBOR Rate, as defined in the Note."
- (e) The defined terms "LIBOR-Based Rate" and the "LIBOR Rate Borrowing Period" are deleted in their entirety.
- (f) The definition of "Construction Loan Maturity Date" is hereby deleted and replaced with "Maturity Date - as defined in the Note."
- (g) The defined term "Prime Rate" is hereby deleted in its entirety.
- (h) Section 3.3 of the Loan Agreement is hereby deleted in its entirety and replaced with:

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"Interest. Interest on funds advanced hereunder shall be due and payable as provided in the Note."

(i) Section 3.4 of the Loan Agreement is hereby deleted in its entirety.

5. Modification of Mortgage. The Mortgage is hereby modified to add the following immediately after Section 15.9 of the Mortgage:

"15.10 Borrower represents and warrants that:

15.10.1 Borrower is the record owner of the Premises;

15.10.2 Borrower's chief executive office is located in the State of Illinois;

15.10.3 Borrower's state of formation is the State of Illinois;

15.10.4 Borrower's exact legal name is as set forth in the first paragraph of this Mortgage; and

15.10.5 Borrower's organizational identification number 0032326-8.

15.11 Borrower agrees that:

15.11.1 Where Collateral is in possession of a third party, Borrower will join with the Lender in notifying the third party of the Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender;

15.11.2 Borrower will cooperate with the Lender in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

15.11.3 Until the indebtedness is paid in full, Borrower will not change the state where it is located or change its company name without giving the Lender at least thirty (30) days prior written notice in each instance."

15.12 Borrower hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Borrower (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of

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Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Lender in any jurisdiction prior to the date of this Mortgage.

6. Modification of Note, Mortgage and Other Loan Documents. The Note, Mortgage and Other Loan Documents are hereby modified to provide as follows:

- (a) The outstanding principal balance of the Loan as of the date hereof is \$16,811,207.78; and
- (b) The Maturity Date of the Loan is hereby extended from October 28, 2001 to April 28, 2003.

7. Reaffirmation of Note and Guaranty. Borrower and the Guarantors hereby acknowledge and reaffirm their obligations under the Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower and Guarantors in accordance with the terms of the Loan Documents as modified, amended and extended by this First Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Without limiting the foregoing, the Guarantors specifically acknowledge and agree that they are jointly and severally liable under the Guaranty. Nothing contained in this First Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower or Guarantors of their respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this First Amendment.

8. Reaffirmation of Representations and Warranties. Borrower and the Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Borrower and the Guarantors as stated in the Loan Documents are true and correct as of the date hereof as to Borrower and the Guarantors, respectively.

9. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this First Amendment, it being understood by the parties hereto that

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the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this First Amendment and the documents and instruments executed and delivered pursuant to this First Amendment, and shall survive and not be merged into the execution and delivery of this First Amendment or any of the documents and instruments to be executed pursuant to this First Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this First Amendment; (ii) Loan Documents, as modified by this First Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this First Amendment.

10. No Third Party Beneficiaries. This First Amendment is made and entered into for the sole protection and benefit of the Lender, Borrower and Guarantors, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

11. Title Insurance and Recording. As a condition precedent to Lender's agreement to modify the Loan Agreement, Note, Mortgage and Other Loan Documents in accordance with the terms of this First Amendment, Borrower shall (i) cause this First Amendment to be promptly recorded with the Recorder's Office of Cook County, Illinois, and (ii) provide Lender with a date down endorsement, satisfactory to Lender to Lender's policy of title insurance on the Property.

12. Expenses. Borrower shall be responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this First Amendment including, without limitation, attorneys' fees and costs and recording fees.

13. Release of Claims. Borrower and Guarantors acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower and Guarantors hereby release and hold Lender harmless from and against any and all claims, actions, law suits, damages, costs and expenses whatsoever which Borrower and/or Guarantors may have had or currently have against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

14. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this First Amendment, Lender shall be entitled to recover from Borrower the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.

15. Loan Extension Fee. In consideration of Lender agreeing to extend the Maturity Date of the Loan as provided herein, Borrower shall simultaneous with execution of this First Amendment deliver to Lender a loan extension fee in the amount of \$89,413.00.

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16. Conflicts. The provisions of this First Amendment shall govern and control in the event of any conflict between this First Amendment and the provisions of any of the Loan Documents.

17. Entire Agreement. Except as expressly set forth herein, this First Amendment and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

18. Successors and Assigns; Assignability. This First Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower may not assign its rights under the Loan Documents or this First Amendment.

19. Effect of First Amendment. Except as specifically amended or modified by the terms of this First Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to the Loan.

20. Governing Law. This First Amendment shall be governed by and be construed in accordance with the internal laws of the State of Illinois.

21. Captions. The title of this First Amendment and the headings of the various paragraphs of this First Amendment have been inserted only for the purposes of convenience and are not part of this First Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this First Amendment.

22. Further Assurances. The parties hereto, and each of them, agree to execute from time to time, any and all documents reasonably requested by the others to carry out the intent of this First Amendment.

23. Effective Date of this First Amendment. The parties hereto acknowledge and agree that the terms and provisions of this First Amendment shall be effective as of the date hereof.

24. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first above written.

LENDER:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: Alan Munson
Name: Alan J. Munson
Title: Vice President

BORROWER:

NORTH RIVER GROUP LLC, an Illinois
limited liability company

By: _____
Name: James P. Grusecki
Title: Managing Member and
Member

By: _____
Name: Thomas D. Grusecki
Title: Managing Member and
Member

GUARANTORS:

JAMES P. GRUSECKI

THOMAS D. GRUSECKI

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first above written.

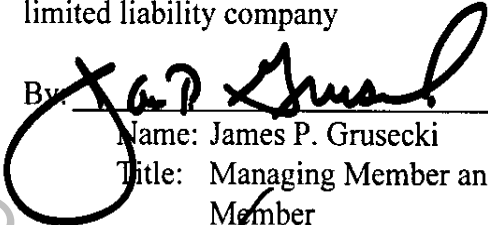
LENDER:

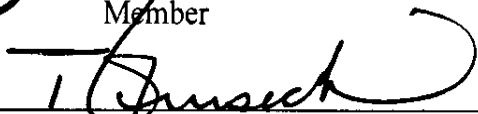
**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

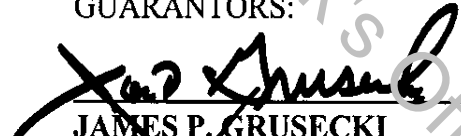
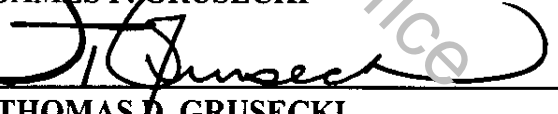
BORROWER:

NORTH RIVER GROUP LLC, an Illinois
limited liability company

By:  _____
Name: James P. Grusecki
Title: Managing Member and
Member

By:  _____
Name: Thomas D. Grusecki
Title: Managing Member and
Member

GUARANTORS:

 _____
JAMES P. GRUSECKI
 _____
THOMAS D. GRUSECKI

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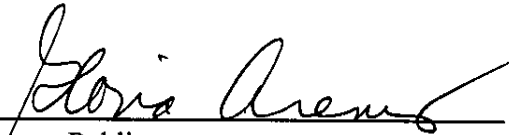
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

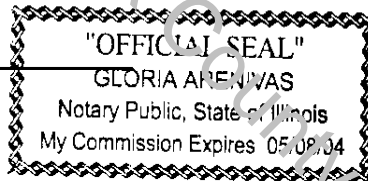
I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Alan Munson, a V.P. of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such _____, appeared before me this day in person and being first duly sworn by me, acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 19 day of Nov, 2001.



Notary Public

My commission expires: _____



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James P. Grusecki and Thomas D. Grusecki, personally known to me to be the managing members and members of NORTH RIVER GROUP LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managing members and members, signed and delivered the said instrument as the managing members and members of said limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 28th day of November, 2001.

Anne M. Gentile
Notary Public

Commission expires: _____



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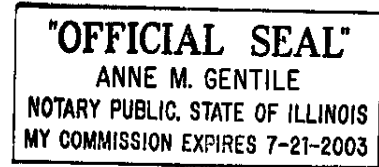
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES P. GRUSECKI, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of November, 2001.

Anne M. Gentile
Notary Public

My commission expires: _____



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS D. GRUSECKI, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of November, 2001.

Anne M. Gentile
Notary Public

My commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 OF THE FINAL PLAT OF SUBDIVISION 5100 SUBDIVISION BEING A RESUBDIVISION OF LOT 1 (EXCEPT THE WEST 277 FEET OF THE SOUTH 275.0 FEET AND EXCEPT THE WEST 217.0 FEET) IN RIVER ROAD INDUSTRIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE NORTH 1/2 OF ROBINSON'S RESERVATION IN THE TOWN OF LEYDEN IN COOK COUNTY, ILLINOIS.

Property Address: 5100 River Road
Schiller Park, Illinois

Permanent Index Nos. 12-10-300-058-0000
12-10-300-060-0000

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