



SIXTH LOAN MODIFICATION AGREEMENT

THIS SIXTH LOAN MODIFICATION AGREEMENT ("Agreement") effective as of October 11, 2002 by and among CAR WASH INVESTORS IV LIMITED PARTNERSHIP, an Illinois limited partnership ("Partnership"), DONALD R. OGILVIE ("Lessee") (Partnership and Lessee being sometimes collectively referred to as "Borrower") and FIRST MIDWEST BANK, N.A., a national banking association, individually and as agent for itself and one or more participants ("Lender").

WITNESSETH:

A. First Midwest Bank, N.A./Lake Forest ("First Predecessor Lender"), the predecessor in interest to Lender, and Partnership have entered into a certain Construction Loan Agreement dated November 27, 1991 (the "Loan Agreement") pursuant to which Lender agreed to make a certain construction loan (the "Loan") to Borrower for the construction of certain car wash and related facilities located upon the property legally described on Exhibit A attached hereto (the "Premises"). The Premises consists of a certain ground leasehold interest of Lessee in and to such property pursuant to that certain Ground Lease dated April 24, 1990 by and between Lessee and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 2, 1988 and known as Trust No. 105595-08 ("Lessor").

B. Pursuant to the Loan Agreement and for full value received, Partnership executed and delivered to First Predecessor Lender a certain Construction Loan Note dated November 27, 1991, in the amount of Eight Hundred Forty Thousand and No/100 Dollars (\$840,000.00) which is secured, inter alia, by (i) a certain Leasehold Mortgage (the "Mortgage") dated as of November 27, 1991 executed by Borrower, as mortgagor in favor of First Predecessor Lender, as mortgagee, recorded as Document No. 91687499 with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), (ii) a certain Collateral Assignment of Lessee's Interest in Lease from Borrower to First Predecessor Lender also dated as of November 27, 1991 (the "Assignment of Lessee's Interest"), (iii) a certain Construction Loan Security Agreement from Borrower to First Predecessor Lender also dated as of November 27, 1991 (the "Security Agreement"), (iv) a certain Assignment of Rents from Borrower to First Predecessor Lender also dated as of November 27, 1991 and recorded as Document No. 92096875 with the Recorder's Office (the "Assignment of Rents"), (v) a certain Assignment of Plans, Permits and Contracts from Partnership to First Predecessor Lender also dated as of November 27, 1991 (the "Assignment of Contracts"); and (vi) various other security instruments (the Note, Mortgage, Assignment of Lessee's Interest, Security Agreement, Assignment of Rents, and all other security instruments executed in connection with the Loan are hereinafter referred to collectively as the "Original Loan Documents").

C. Pursuant to a loan modification commitment letter ("Commitment Letter") dated December 3, 1992 by and between First Midwest Bank, N.A., a national banking association, predecessor in interest to the Lender ("Second Predecessor Lender") and Borrower, and in response to certain defaults of Borrower (or either of them) under the Loan Agreement, the Note,

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the Mortgage and/or the other Original Loan Documents, the parties entered into that certain Loan Modification Agreement dated December 24, 1992 ("**First Modification Agreement**") which, among other things, added additional representations, warranties and covenants of Borrower relative to the Loan and, further, which amended the Original Loan Documents in certain respects. Concurrently with the execution of the First Modification Agreement, Lessee and/or Partnership also executed and delivered to Second Predecessor Lender certain "**Accompanying Documents**" including, among other things, an Amended and Restated Construction Loan Note ("**Note**") (all as described in Exhibit B to said First Modification Agreement).

D. Pursuant to that certain Second Loan Modification Agreement dated May 28, 1993 and recorded with the Recorder's Office on July 7, 1993 as Document No. 93520459 ("**Second Modification Agreement**"), Borrower and Second Predecessor Lender agreed, among other things, to extend the required "Completion Date" for completion of construction of the "Improvements" (as such terms are used in the Loan Agreement).

E. The "Accompanying Documents", as described in Exhibit B of the First Modification Agreement, included, among other instruments, the following: (i) Supplemental Note dated December 24, 1992 in the original stated principal amount of \$71,000.00 made by Partnership, as maker, in favor of Second Predecessor Lender, as payee (the "**Supplemental Note**"), (ii) Collateral Assignment of Investor Notes dated December 24, 1992 executed by Partnership, as assignor, in favor of Second Predecessor Lender, as assignee (the "**Investor Note Assignment**"), and (iii) Amended and Restated Guaranty of Payment and Performance dated December 24, 1992 by Lessee, as guarantor, in favor of Second Predecessor Lender (the "**Guaranty**").

F. Pursuant to that certain Third Loan Modification Agreement dated July 26, 1994 and recorded with the Recorder's Office on October 11, 1994 as Document No. 94872927 ("**Third Modification Agreement**"), Borrower and Second Predecessor Lender agreed, among other things, to extend the maturity date of the Supplemental Note.

G. Pursuant to that certain Fourth Loan Modification Agreement effective as of July 1, 1998 (dated January 7, 1999) and recorded with the Recorder's Office on January 8, 1999 as Document No. 99017121 ("**Fourth Modification Agreement**"), Borrower and Second Predecessor Lender agreed, among other things, to extend the maturity date of the Note.

H. Pursuant to that certain Fifth Loan Modification Agreement effective September 1, 2000 and recorded with the Recorder's Office on October 10, 2000 as Document No. 00790786 ("**Fifth Modification Agreement**"), Borrower and Second Predecessor Lender agreed, among other things, to extend the maturity date and adjust the interest rate of the Note. The First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement, the Fourth Modification Agreement, the Fifth Modification Agreement, the Original Loan Documents as amended by the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement, the Fourth Modification Agreement, and the Fifth Modification Agreement, and the Accompanying Documents are hereinafter referred to collectively as the "**Loan Documents**").

I. Borrower and Lender have agreed to the addition of Lessee as a direct obligor on the Note, an extension of the Loan maturity date, reduction of the maximum principal amount of the Loan, the pledge of additional collateral to secure the Loan, and modification of certain terms and provisions of the Loan Documents.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. **Affirmation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Loan Documents.** All references set forth in the Loan Documents to the other Loan Documents, or any of them, shall be deemed to mean this Agreement and the applicable Loan Documents as amended hereby. All references in the Loan Documents to Lender shall mean and include First Midwest Bank as successor to First Midwest Bank, N.A. and First Midwest Bank, N.A./Lake Forest

3. **Modification of Loan Agreement.** The Loan Agreement is modified in the following respects:

(a) The definition of "Loan Amount" set forth in Section 1.1 of the Loan Agreement is hereby deleted and the following is substituted therefor:

"Loan Amount" means Six Hundred Eight Thousand Six Hundred Fifty Six and 47/100 Dollars (\$608,656.47).

(b) The definition of Maturity Date set forth in Section 1.1 of the Loan Agreement is hereby deleted and the following is substituted therefor:

"Maturity Date" means October 16, 2007.

(c) Article VI, "Covenants of the Partnership," is hereby deleted and replaced with the caption "Covenants of the Partnership and Owner."

(d) Section 6.1 is hereby amended by modifying the first paragraph to read "Covenants of the Partnership and Owner." From and after the date hereof and so long as the Note or any commitment to extend credit hereunder is outstanding, the Partnership and Owner jointly and severally covenants and agree with the Bank that they shall: . . .

and by adding the following thereto:

(bb) Not permit Owner to be primarily liable for debts and obligations, including land leases but excluding

personal guaranties, in an amount which is greater than an amount equal to one-half (50%) of the Adjusted Gross Income on Owner's federal income tax return, all as shown on the annual financial statements and income tax returns of Owner delivered to Bank under Section 6.1(r) hereof."

- (e) Section 7.1, "Events of Default," is modified by adding the following:

"(q) The financial statements of the Partnership shall indicate that the earnings before interest, taxes, depreciation and amortization of the Partnership is less than zero.

(r) Any breach, default or event of default occurs and shall not be cured within applicable grace periods under any of the loan documents by and between Autobath Car Wash Limited Partnership, an Illinois limited partnership, and the Bank, or Waterworks 89-III Limited Partnership, an Illinois limited partnership, and the Bank."

4. Modification of Note. The Note is modified in the following respects:

- (a) The amount of the Note set forth on the face of the Note is hereby deleted and the following is substituted therefor:

Six Hundred Eight Thousand Six Hundred Fifty Six and 47/100 Dollars (\$608,656.47).

- (b) The first paragraph of the Note is deleted and the following is substituted therefor:

FOR VALUE RECEIVED, the undersigned, Car Wash Investors IV Limited Partnership, an Illinois limited partnership, and Donald R. Ogilvie, a resident of Lake Forest, Illinois (herein called the "Borrower"), jointly and severally promise to pay to the order of First Midwest Bank (herein called the "Bank"), the principal sum of Six Hundred Eight Thousand Six Hundred Fifty Six and 47/100 Dollars (\$608,656.47) or so much thereof as may be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid at a rate equal to the Prime Rate (as defined below) from time to time in effect while the Loan is outstanding. All of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on October 16, 2007. Interest shall be computed on the basis of a 360 day year and the actual number of days elapsed. All payments on account of the indebtedness evidenced by this Note shall

consist of the fixed principal and interest of Five Thousand Eight Hundred Sixteen and 63/100 Dollars (\$5,816.63) per month; provided however, that if the Prime Rate shall exceed eight percent (8%) per annum for a period of thirty (30) consecutive days or more, the payments on account of this Note shall consist of fixed principal of One Thousand Eight Hundred Ninety Two and 27/100 Dollars (\$1,892.27) per month each plus accrued but unpaid interest on the principal balance of the Loan at a rate equal to the Prime Rate plus three (3) percentage points per annum, adjusting when and as adjustments on the Prime Rate are published. All payments on this Note are to be made to the Bank at Deerfield, Illinois, or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be made in lawful money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment. The term "Prime Rate" shall mean that rate of interest as referenced in The Wall Street Journal from time to time.

Any installments of principal or interest not paid when due shall bear interest at a rate three percent (3%) per annum greater than the interest rate provided for in the first paragraph hereof. Any prepayment shall be accompanied by all accrued and unpaid interest on this Note to the date of the prepayment. In addition, Borrower shall pay a penalty for prepaying the Note consisting of three percent (3%) of the outstanding principal balance of the Note at such time if prepayment occurs on or before October 16, 2003, two percent (2%) of the outstanding principal balance of the Note at such time if prepayment occurs after October 16, 2003 and on or before October 15, 2004, and one percent (1%) of the outstanding principal balance of the Note at such time if prepayment occurs after October 16, 2004 and on or before October 15 2005.

5. **Security Agreement.** The granting paragraph of the Security Agreement is hereby modified to read as follows:

"NOW, WHEREFORE, for and in consideration of these presents, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, the Partnership hereby grants to the Bank a security interest in (a) all items of furniture, furnishings, equipment, fixtures, and all personal property used or useful in the

operation of the premises described in Exhibit A attached to this Security Agreement (the "Premises"); (b) all building materials located on the Premises; (c) 1,281.76700 shares of Janus Mercury Fund and the related Ogilvie Security Advisors Corp. Account No. 5BD-105459 in which such shares are currently held; (d) all of the right, title and interest of Donald R. Ogilvie in and to Policy No. 4331038 issued by Principal Life Insurance Company, Des Moines, Iowa 50392-0001 insuring the life of Donald R. Ogilvie, and (e) all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds thereof, including without limitation all proceeds of any policies of insurance or proceeds of any recoveries from any third parties with respect to any casualty to the foregoing (all hereinafter called "Collateral"), to secure (i) the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof; (ii) further advances if such advances are made at the Bank's option; and (iii) performance of the agreements contained in the Loan Documents and herein; provided, however, that notwithstanding the foregoing to the contrary, all proceeds of said Life Insurance Policy in excess of One Million Dollars (\$1,000,000) or such lesser amount as shall be the indebtedness hereby secured that are collected by the Bank shall be remitted promptly to the beneficiary or beneficiaries under said Life Insurance Policy."

6. **Guaranty.** Lessee, as Guarantor under the Guaranty, hereby consents to the terms of this Agreement and acknowledges and agrees that said Guaranty shall remain in full force and effect, enforceable in accordance with its terms.

7. **Representations and Warranties.** Lessee and Partnership confirm and remake, as of the date hereof, all representations and warranties set forth in the Loan Documents.

8. Additional Provisions.

(a) Borrower shall pay to Lender, immediately upon submission of bills and invoices therefor, all amounts incurred by or on behalf of Lender for attorneys' fees and any and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including without limitation all costs and expenses with respect to Borrower's compliance with the terms and conditions hereof and Lender's enforcement of the Loan Documents, as amended, and including such amounts as shall be incurred by Lender in payment of the costs of monitoring compliance by Borrower with the terms and conditions hereof and as set forth in the other Loan Documents. The foregoing amounts shall constitute additional indebtedness due under, and secured by, the Loan Documents and, at Lender's option, such amounts shall be advanced to Lender on the Borrower's behalf from the loan proceeds of the loan.

(b) Concurrently with the execution of this Agreement, Borrower shall deliver to Lender an opinion of Borrower's counsel, in form and substance satisfactory to Lender, confirming among other things the authority and power of Borrower to enter into this Agreement and the loan transactions contemplated by the Loan Documents, and the lack of any lawsuits or claims against or related to Partnership, TD Management Corp. or Lessee.

(c) Concurrently with the execution of this Agreement, Borrower shall cause Chicago Title Insurance Company to deliver to Lender an endorsement to its Policy No. 1401-007318747, which endorsement shall (i) extend the date of the policy to the date on which this Agreement is recorded, (ii) insure the validity of the Mortgage, as amended by that certain Amended and Restated Leasehold Mortgage dated December 24, 1992 and recorded with the Recorder's Office as Document No. 92981013 ("**Amended Mortgage**") and as amended hereby, and (iii) disclose no additional Schedule B exceptions other than those approved in writing by Lender's legal counsel.

(d) Borrower shall furnish a true, correct and complete copy of the Limited Partnership Agreement, certified copies of the Articles of Limited Partnership and a certificate of existence issued by the Secretary of State of the State of Illinois.

(e) Borrower shall furnish a true, correct and complete copy of the Lease, as amended. Borrower represents and warrants that no defaults exist under the Lease and no conditions exist that with the passage of time or otherwise, would constitute a default under the Lease. Borrower hereby covenants to exercise its right to timely extend the term of the Lease, if necessary, and arising prior to the Maturity Date, and to provide to Lender a true and correct copy of said election notice.

(f) Concurrently with the execution of this Agreement, Borrower shall deliver to Lender an Estoppel Certificate, including a non-disturbance agreement, of the lessor under the Ground Lease.

9. **Lien Priority and Mortgage Amendment.** (a) Borrower (and the partners thereof) represents and warrants to Lender that, other than the Amended Mortgage, there are no other mortgages currently encumbering the Premises and that there are no other liens or interests now outstanding against the Premises except as set forth in the title insurance policy and date-down title endorsements previously delivered to Lender; and that the lien of the Amended Mortgage is, and shall remain, a valid first, prior and paramount lien on the Premises, enjoying the same or superior priority with respect to other claims upon the Premises as prevailed prior to the execution and recordation of this Agreement.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11. **Construction.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower (and the general partners thereof) and Lender acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Agreement.

12. **Gender.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

13. **Entire Agreement.** Borrower (and the partners thereof) acknowledges that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower (and the general partners thereof) and Lender, and, except as modified herein, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents are hereby ratified and confirmed.

14. **Benefit.** Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of Borrower (and the general partners thereof) and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives, and administrators.

15. **Authority.** Borrower and the general partners of Partnership represent and warrant that they have each duly authorized, executed and delivered this Agreement, and Borrower and the general partners of Partnership acknowledge that the Loan Documents as modified hereby are valid and enforceable in accordance with their terms against Borrower.

16. **Consent to Modification.** Borrower (and the general partners of Partnership) and Lessee acknowledge that it and he have thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with same, that the terms and provisions contained herein are

clearly understood by it and have been fully and unconditionally consented to by Borrower and Lessee, and that Borrower (and the general partners of Partnership) and Lessee have had full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by Borrower (and the general partners of Partnership) and Lessee, respectively, freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, Borrower (and the general partners of Partnership), respectively, is each relying on no other representations either written or oral, express or implied, made to Borrower (or the general partners of the Partnership) or Lessee, respectively, by any other party hereto, and that the consideration received by Borrower (and the general partners of the Partnership), respectively, hereunder has been actual and adequate.

17. **No Defenses; Release.** As of the date of execution of this Agreement, each of Borrower and Lessee acknowledges that it has no defense, offset, or counterclaim to any of Borrower's obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration of the modification of the Loan Documents by Lender as herein set forth, Borrower (and the partners thereof) and Lessee each hereby releases and forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which either Borrower (or the partners thereof) or Lessee may now have or claim to have against Lender, as of the date of execution of this Agreement, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date of execution of this Agreement. This agreement and covenant on the part of Borrower (and the partners thereof) and Lessee, respectively, is contractual, and not a mere recital.

18. **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

19. **Definition of Terms.** All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

PARTNERSHIP:

CAR WASH INVESTORS IV LIMITED PARTNERSHIP, an Illinois limited partnership

By: TD MANAGEMENT CORP., an Illinois corporation, its sole general partner

By: Donald R. Ogilvie
Its: General Partner

LESSEE, OWNER AND GUARANTOR:

Donald R. Ogilvie
DONALD R. OGILVIE

LENDER:

FIRST MIDWEST BANK, an Illinois corporation, individually and as agent for itself and one or more participants

By: [Signature]
Its: AVP

Property of Cook County Clerk's Office

PREPARED BY AND MAIL TO:
FIRST MIDWEST BANK
300 N. HUNT CLUB ROAD
GURNEE, IL 60031



Partnership Acknowledgment

STATE OF Illinois)
COUNTY OF Lake) SS.

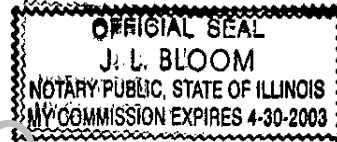
On this 2nd day of October, 2002, before me, a Notary Public in and for said County and State, appeared Donald R. Ogilvie, to me personally known, who being by me duly sworn, did say that he is the President of TD Management Corp., the sole general partner of CAR WASH INVESTORS IV LIMITED PARTNERSHIP, an Illinois limited partnership, and that the foregoing instrument was signed and sealed on behalf of said limited partnership by authority of said corporation, as general partner and that he acknowledged the foregoing instrument to be the free act and deed of said corporation, as general partner of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

J. L. Bloom
NOTARY PUBLIC

My Commission Expires:

04/30/03



UNOFFICIAL COPY

Lessee, Owner and Guarantor Acknowledgment

STATE OF Illinois)
 COUNTY OF Lake) SS.

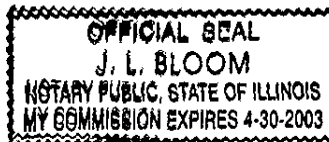
On this 2nd day of October, 2002, before me, a Notary Public in and for said County and State, appeared Donald R. Ogilvie, to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed in his individual capacity and acknowledged to be his free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

J. L. Bloom
 NOTARY PUBLIC

My Commission Expires:

04/30/03



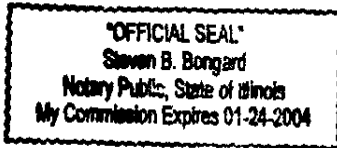
Property of Cook County Clerk's Office

Lender Acknowledgement

STATE OF ILLINOIS)
)SS.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 8 day of October, 2002, personally appeared Wenry Konig, to me known to be the person who subscribed the name of FIRST MIDWEST BANK, an Illinois corporation to the foregoing instrument as its Vice President who, being by me duly sworn, did state that he/she is the Vice President of said bank, that the seal affixed to said instrument is the seal of said bank, and that said instrument was signed and sealed by him on behalf of said bank by authority of its Board of Directors, and said Vice President acknowledged to me that (s)he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as his free and voluntary act and deed of said national banking association.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Steven B. Bongard
NOTARY PUBLIC

My Commission Expires:

1-24-04

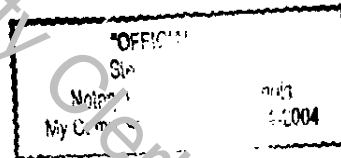


EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 2, 1988 AND KNOWN AS TRUST NUMBER 105595-08, AS LESSOR, AND DONALD R. OGILVIE, AS LESSEE, DATED APRIL 25, 1990, WHICH MEMORANDUM OF LEASE WAS RECORDED MAY 23, 1990 AS DOCUMENT 90239931, AND RE-RECORDED SEPTEMBER 12, 1991 AS DOCUMENT 91474186 WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1991 AND ENDING DECEMBER 31, 2000 TO-WIT:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 30 WITH THE EASTERLY LINE OF WAUKEGAN ROAD (CHICAGO AND LITTLE FORT ROAD); THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 445.21 FEET TO A POINT 212.17 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 724.74 FEET; THENCE WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 506.21 FEET TO A POINT ON THE EASTERLY LINE OF WAUKEGAN ROAD AS WIDENED; THENCE SOUTH 06 DEGREES, 14 MINUTES, 22 SECONDS WEST ALONG THE EASTERLY LINE OF WAUKEGAN ROAD AS WIDENED, A DISTANCE OF 150.89 FEET TO AN INTERSECTION WITH A LINE 150.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID LINE AS DESCRIBED AS BEING DRAWN AT RIGHT ANGLES TO SAID LINE PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LINE 150.0 FEET SOUTH OF AND PARALLEL, A DISTANCE OF 263.27 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 180.50 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 193.44 FEET; THENCE NORTH 76 DEGREES, 06 MINUTES, 55 SECONDS WEST, A DISTANCE OF 20.83 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 45.26 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY LINE OF WAUKEGAN ROAD AS WIDENED; THENCE NORTH 06 DEGREES, 14 MINUTES, 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID ROAD, A DISTANCE OF 155.21 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.