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Doc#: 0425827150
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 09/14/2004 03:22 PM Pg: 1 of 17

TENTH MODIFICATION AGREEMENT

This Tenth Modification Agreement ("Tenth Modification Agreement") made as of July 28, 2004 by and among CIRCUIT SERVICE, INC., an Illinois corporation ("Company"), THEODORE MAU ("Guarantor") TJM MANAGEMENT LLC, an Illinois Limited Liability Company ("TJM"), LASALLE BANK NATIONAL ASSOCIATION as Successor Trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee under Trust Agreement (the "Land Trust") dated June 18, 1991 and known as Trust Number 6129-PR ("Trustee") (Company, Guarantor, TJM and Trustee are collectively referred to as "Borrowing Parties") and BANK ONE NA as successor by merger to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as successor in interest to BANK ONE, ILLINOIS, NA ("Bank") with its principal office and place of business located at 120 South LaSalle Street, Chicago, Illinois 60603

WITNESSETH

WHEREAS, in connection with certain loans ("Loans") made by Bank to Company, Company has executed and delivered to Bank that certain Business Purpose Promissory Note (the "Term Note") dated May 29, 1996 in the original principal amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) and that certain Promissory Note dated May 29, 1997, as modified by that certain Promissory Note Modification Agreement dated March 31, 1998 in the original principal amount of Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00) which was amended and restated by that certain Restated Revolving Note dated May 6, 1999 in the original principal amount of Two Million Seven

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING SHOULD
BE RETURNED TO:

John T. Duax
Michael Best & Friedrich LLC
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611

STREET ADDRESS:

1475 South Wheeling Road
Wheeling, Illinois

PERMANENT TAX INDEX NUMBERS:

03-14-303-012-0000
03-14-303-010-0000
03-14-303-011-0000
03-14-303-013-0000

Box 57

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Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00) (the "Revolving Note") (the Term Note and Revolving Note are collectively referred to as, the "Notes"); and

WHEREAS, in connection with all amounts due Bank under the Notes, the Company has executed and delivered to Bank that certain Non-Titled Personal Property Security Agreement dated May 29, 1996 (the "Security Agreement") and that certain Loan Agreement dated May 27, 1997 (the "Loan Agreement"); and

WHEREAS, in connection with the Notes, Security Agreement and Loan Agreement, Guarantor has executed and delivered to Bank that certain Continuing Guaranty for Business Credit Obligations dated May 29, 1996 (the "Guaranty") (the Notes, Security Agreement, Loan Agreement and Guaranty are hereafter collectively referred to as the "Company Loan Documents"); and

WHEREAS, in connection with the issuance by the Village of Wheeling ("Issuer") of its aggregate \$2,800,000.00 principal amount Adjustable Rate Industrial Development Revenue Bonds, Series 1998 (Circuit Service, Inc. Project) (the "Bonds"), Company and Trustee have entered into a certain Reimbursement Agreement dated April 1, 1998 (the "Reimbursement Agreement") relating to the execution and delivery by Bank of a Letter of Credit (the "Letter of Credit") in connection with the issuance of the Bonds; and

WHEREAS, in connection with the execution and delivery of the Reimbursement Agreement there has also been executed and delivered to Bank (a) that certain Demand Note dated May 11, 1998 (the "Letter of Credit Note") in the original principal amount of Two Million Eight Hundred Thirty Four Thousand Five Hundred Twenty and 55/100 Dollars (\$2,834,520.55); (b) that certain Mortgage and Security Agreement ("Mortgage") dated April 1, 1998 executed by Trustee and TJM encumbering the property commonly known as 1475 South Wheeling Road, Wheeling, Illinois and legally described in Exhibit "A" attached hereto (the "Mortgaged Property") which Mortgage has been recorded on May 11, 1998 with the Recorder of Deeds of Cook County ("Recorder") as Document Number 98391356; (c) that certain Assignment of Rents and Leases ("Assignment of Rents and Leases") dated April 1, 1998 executed by Trustee and TJM encumbering the Mortgaged Property and recorded with the Recorder on May 11, 1998 as Document Number 989391357; (d) that certain Collateral Assignment of Beneficial Interest encumbering the beneficial interest in the Land Trust (the "Collateral Assignment") dated April 1, 1998 executed by TJM; (e) that certain Pledge and Security Agreement executed by Company and Land Trustee dated April 1, 1998 (the "Pledge Agreement"); (f) that certain Guaranty ("TJM Guaranty") dated April 1, 1998 executed by TJM; (g) that certain Environmental Indemnity Agreement ("Environmental Indemnity") dated April 1, 1998 executed by Trustee, Company, TJM and Guarantor; and (g) that certain Modification Agreement dated April 1, 1998 ("Modification Agreement") executed by Company, Guarantor and Bank modifying certain provisions of the Company Loan Documents; and

WHEREAS, the Revolving Note was further modified pursuant to that certain Change in Terms Agreement dated March 31, 1999 extending the maturity date thereof to March 31, 2000 and further modified by that certain Second Modification Agreement dated May 6, 1999, executed by and among the Company, Guarantor, TJM, Trustee and the Bank which was recorded on June 8, 1999 with the Recorder as document number 99548960, which increased the

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maximum principal amount of the Revolving Note from \$2,250,000.00 to \$2,750,000.00 and that certain Third Modification Agreement dated March 31, 2000 executed by and among the Company, Guarantor, TJM, Trustee and the Bank which was recorded on April 25, 2000 with the Recorder as document number 285910 which decreased the maximum principal amount of the Revolving Note from \$2,750,000.00 to \$2,500,000.00; extended the maturity date of the Revolving Note; reduced the Interest Rate payable on the Revolving Note and provided for a \$1,500,000.00 Non-Revolving Equipment Line of Credit (the "Equipment Loan") from Bank to Company, that certain Fourth Modification Agreement dated March 31, 2001 executed by and among the Company, Guarantor, TJM, Trustee and Bank which was recorded on May 9, 2001 with the Recorder as document number 0010387368 which increased the maximum principal amount of the Revolving Note from \$2,500,000 to \$2,750,000, extended the maturity date of the Revolving Note, and restated the terms of the Equipment Loan pursuant to a Restated Equipment Term Note of even date with the Fourth Modification Agreement (the "Restated Equipment Term Note"), that certain Fifth Modification Agreement dated March 31, 2002 executed by and among the Company, Guarantor, TJM, Trustee and Bank which modified certain terms of the Loan Agreement and extended the maturity date of the Revolving Note, that certain Sixth Modification Agreement dated May 31, 2002 executed by and among the Company, Guarantor, TJM, Trustee and Bank which modified certain terms of the Loan Agreement and further extended the maturity date of the Revolving Note, that certain Seventh Modification Agreement dated March 15, 2003 executed by and among the Company, Guarantor, TJM, Trustee and Bank which modified certain terms of the Loan Agreement and further extended the maturity date of the Revolving Note, that certain Eighth Modification Agreement dated May 23, 2003 executed by and among the Company, Guarantor, TJM, Trustee and Bank which increased the maximum principal amount of the Revolving Note from \$2,750,000.00 to \$3,250,000.00 and modified certain terms of the Loan Agreement, that certain Ninth Modification Agreement dated March 15, 2004 executed by and among the Company, Guarantor, TJM, Trustee and Bank which increased the maximum principal amount of the Revolving Note from \$3,250,000.00 to \$3,500,000.00, further extended the maturity date of the Revolving Note and modified certain terms of the Loan Agreement (the Company Loan Documents, Reimbursement Agreement, Letter of Credit Note, Mortgage, Assignment of Rents and Leases, Collateral Assignment, Pledge Agreement, TJM Guaranty, Environmental Indemnity Agreement, Restated Equipment Term Note and hereinafter defined Equipment Term Note are herein collectively referred to as the "Loan Documents"); and

WHEREAS, the Borrowing Parties and Bank are desirous of further modifying certain terms of the Loan Documents in accordance with the terms of this Tenth Modification Agreement including the desire to evidence, document and secure a new \$2,250,000.00 non-revolving equipment line of credit to be extended by Bank to the Company as hereafter set forth;

NOW, THEREFORE, in consideration of the mutual premises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

IT IS AGREED:

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1. Preambles. The preambles to this Tenth Modification Agreement are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. Defined Terms. To the extent not otherwise defined herein to the contrary, all capitalized terms and/or phrases used in this Tenth Modification Agreement shall have the respective meanings assigned to them in the Loan Documents.

3. Modification of Loan Agreement. The Loan Agreement is hereby further modified to include the following new section entitled, "\$2,250,000.00 Non-Revolving Line of Credit Loan for Equipment Acquisitions" at the end of page 8:

"\$2,250,000.00 Non-Revolving Line of Credit Loan for Equipment Acquisitions. Lender agrees to extend to Borrower a \$2,250,000.00 non-revolving line of credit loan (hereinafter, the "Equipment Loan"). Borrower will be able to draw on the Equipment Loan up to the principal sum of \$2,250,000.00 for a term commencing on July 28, 2004 and terminating on December 31, 2004 (the "Draw Period") in order to finance the Borrower's purchase of new equipment. Interest shall accrue on the Equipment Loan during the Draw Period at the interest rates as set forth in the hereinafter defined Equipment Term Note and Borrower shall make monthly payments of interest only during the Draw Period. Commencing on February 1, 2005 (the "Permanent Funding Date") and continuing on the first day of each month thereafter through and including December 1, 2009 (each of said dates referred to herein as a "Principal Payment Date"), the then outstanding principal balance of the Equipment Loan shall be repaid by Borrower to Lender together with interest through equal monthly principal payments equal to the amount calculated by dividing the principal balance of the Equipment Loan as of December 31, 2004 by sixty (60) together with monthly payments of accrued interest calculated at the Interest Rate on the unpaid principal balance hereof on each Principal Payment Date. A final payment of the remaining principal balance on the Equipment Loan together with accrued interest shall be paid to Lender on January 1, 2010 (the "Maturity Date"). Borrower shall execute and deliver to Lender a \$2,250,000.00 Equipment Term Note dated July 28, 2004 attached hereto as Exhibit "B" in order to evidence the Equipment Loan (the "Equipment Term Note").

Disbursement Procedure. Advances under the Equipment Loan will be subject to the following terms and conditions:

(a) Advances under the Equipment Loan will be used solely to enable Borrower to acquire new equipment. Prior to each advance, Borrower will provide Lender with a detailed list of the equipment to be purchased and copies of all invoices corresponding thereto, together with such other information requested by Lender. Advances will be calculated at eighty percent (80%) of the purchase price of the equipment being purchased exclusive of taxes and shipping charges.

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(b) The sum of the aggregate outstanding principal balance of the advances on the Equipment Loan to the Borrower made under this Agreement, shall not, at any given time, exceed \$2,250,000.00 (the "Maximum Equipment Loan Facility"). Borrower agrees that if at any time any such excess shall arise, the Borrower shall immediately pay to the Lender such applicable amount as may be necessary to eliminate such excess.

(c) Prior to each advance, Borrower will deliver to Lender each of the following (i) financing statements executed by Borrower on such forms as Lender may require; (ii) an amendment to all of Borrower's applicable insurance policies adding the equipment to be purchased; (iii) landlord waivers and/or mortgagee waivers, if applicable, in form and content acceptable to Lender wherein landlord(s) and mortgagee(s) disclaim any lien rights in Borrower's purchased equipment; and (iv) if requested by Lender evidence satisfactory to Lender showing that Borrower has received and accepted the equipment so purchased.

(d) No readvances will be permitted under the Equipment Loan.

(e) Lender shall maintain a loan account (the "Equipment Loan Account") on its books for Borrower in which shall be recorded (a) all advances made by the Lender to Borrower on the Equipment Loan pursuant to this Loan Agreement; (b) all payments made by Borrower on all such advances; and (c) all other appropriate debits and credits as provided in this Loan Agreement, including, without limitation, all fees, charges, expenses and interest. All entries in the Borrower's Equipment Loan Account shall be made in accordance with the Lender's customary accounting practices as in effect from time to time. Borrower promises to pay the amount reflected as owing under the Equipment Loan Account and all other obligations hereunder as such amounts become due or are declared due pursuant to the terms of this Loan Agreement and/or the Equipment Term Note."

4. Modification of Guaranty. The Guaranty is hereby modified to include under the definition of "Obligations" contained therein any and all amounts due Bank under and pursuant to the terms of that certain \$2,250,000.00 non-revolving equipment line of credit loan extended pursuant to the Loan Agreement, as amended, and evidenced by that certain Equipment Term Note dated July 28, 2004 executed by Debtor and made payable to Bank in the original principal amount of Two Million Two Hundred Fifty Thousand and No/100 (\$2,250,000.00) Dollars.

5. Modification of TJM Guaranty. The TJM Guaranty is hereby modified to include under the definition of "Liabilities" contained therein any and all amounts due Bank under and pursuant to the terms of that certain \$2,250,000.00 non-revolving equipment line of credit loan extended pursuant to the Loan Agreement, as amended, and evidenced by that certain Converting Equipment Term Note dated July 28, 2004 executed by Debtor and made payable to Bank in the original principal amount of Two Million Two Hundred Fifty Thousand and No/100 (\$2,250,000.00) Dollars.

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6. Modification of Mortgage to Secure the Equipment Loan. The first three lines of the fourth grammatical paragraph of the Mortgage are hereby amended and restated to provide as follows:

“NOW, THEREFORE, Borrower, in order to secure to Lender the repayment of the indebtedness evidenced by the Letter of Credit Note, Revolving Note, Term Note and that certain Restated Equipment Term Note dated March 31, 2001 executed by the Company and made payable to the order of Lender in the original principal amount of One Million Four Hundred Seventy Eight Thousand Five and 20/100 Dollars (\$1,478,005.20) (the “Restated Equipment Term Note”) and that certain Equipment Term Note dated July 28, 2004 executed by the Company and made payable to the order of the Lender in the original principal amount of Two Million Two Hundred Fifty Thousand and No/100 (\$2,250,000.00) Dollars (hereinafter, the Letter of Credit Note, Revolving Note, Term Note, Restated Equipment Term Note and Equipment Term Note are collectively referred to as, the “Notes”), including, principal, interest, and all other amounts due thereunder, herein and under”

7. Modification of Assignment of Rents and Leases to Secure the Equipment Loan. By virtue of amending the Mortgage to secure the Equipment Term Note, pursuant to Paragraph 6 of this Tenth Modification Agreement, the Assignment of Rents and Leases is hereby amended to also secure the Equipment Term Note.

8. Modification of Collateral Assignment to Secure the Equipment Loan. The Collateral Assignment is hereby amended as follows:

“(a) The following is hereby added as a new subparagraph 1(e) to the Collateral Assignment:

“1.(e) The payment in full of all amounts now or hereafter payable by Circuit Service, Inc. to Lender under that certain \$2,250,000.00 non-revolving equipment line of credit loan extended pursuant to the Loan Agreement (the “Equipment Loan”) as evidenced by that certain \$2,250,000.00 Equipment Term Note date July 28, 2004 executed by Circuit Service, Inc. and made payable to the order of Bank One NA (the “Equipment Note”).”

(b) Item 1 under the “Default” section at page 4 is hereby amended and restated to provide as follows:

“1. Failure to timely pay any amounts when due or declared due under the Guaranty, Note, Term Note, Revolving Note, Restated Equipment Note or Equipment Note or failure to timely pay any other indebtedness secured hereby; or”

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9. Modification of Security Agreement to Secure the Equipment Loan. The Security Agreement is hereby modified as follows:

- (a) In addition to all other "Secured Obligations" as described therein, it is expressly acknowledged that said Secured Obligations shall include all amounts due to Bank One NA under the terms of that certain \$2,250,000.00 non-revolving equipment line of credit loan extended pursuant to the Loan Agreement (the "Equipment Loan") as evidenced by that certain \$2,250,000.00 Equipment Term Note dated July 28, 2004 executed by Debtor and made payable to the order of Bank One NA (the "Equipment Note");
- (b) It is expressly acknowledged that the equipment pledged to Bank One NA under the Security Agreement includes all equipment to hereafter be purchased by Debtor with the proceeds of the Equipment Loan.

10. Modification of Reimbursement Agreement. The definition of "Related Loan Documents" contained in Section 1.1(f)(ii) at pages 3 and 4 of the Reimbursement Agreement is hereby amended to specifically include that certain \$2,250,000.00 Equipment Term Note dated July 28, 2004 executed by the Company and made payable to the order of Bank (the "Second Equipment Note").

11. Further Modification of Loan Documents. The Loan Documents are further modified to provide that:

- (a) Any requirement of Guarantor to provide copies of his annual personal tax returns to Bank under the Loan Documents is hereby deleted, and
- (b) Any requirement of the Company to provide to Bank monthly account payable agings under the Loan Documents is hereby deleted, and
- (c) Company's requirement to supply monthly covenant compliance certificates is hereby changed to a requirement that said covenant compliance certificates must be delivered by no later than fifteen (15) days after the end of each fiscal quarter of Company.

12. Conditions Precedent. Bank's obligation to execute this Tenth Modification Agreement is conditioned upon Bank receiving the following documents in a form and content acceptable to Bank:

- (a) the Equipment Term Note executed by Company;
- (b) date down endorsement to the title insurance policy received by Bank in connection with the execution and recording of the Mortgage issued by Chicago Title Insurance Company as policy number 1401 007701213 in a form and content acceptable to Bank;

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- (c) Certificate of Good Standing for Company;
- (d) Certificate of Good Standing for TJM;
- (e) Corporate Certificate of Company with attached Corporate Resolutions;
- (f) Limited Liability Certificate for TJM with attached Members' Resolution;
- (g) payment of all costs and expenses incurred by Bank in connection with this Tenth Modification Agreement, including but not limited to recording fees and title insurance charges; and
- (h) such other documents as may reasonably be requested by Bank in order to effectuate the terms and provisions of this Tenth Modification Agreement.

13. Loan Document Modifications. All Loan Documents are hereby deemed amended and modified to provide that any and all references to the Guaranty, TJM Guaranty, Loan Agreement, Reimbursement Agreement, Mortgage, the Assignment of Rents and Leases, Security Agreement and the Collateral Assignment therein are hereby deemed to be references to the Guaranty, Loan Agreement, Reimbursement Agreement, Mortgage, the Assignment of Rents and Leases, Security Agreement, the Collateral Assignment, and the TJM Guaranty as modified by this Tenth Modification Agreement.

14. Other Documents. At Bank's request, the Borrowing Parties hereby agree to execute and deliver promptly to Bank such other documents as Bank, in its reasonable discretion, shall deem necessary or appropriate to evidence the transactions contemplated herein and/or to perfect or otherwise secure Bank's interest in any collateral pledged under the Loan Documents.

15. Reaffirmation. The Borrowing Parties do hereby reaffirm each and every covenant, condition, obligation and provision set forth in the Loan Documents, as modified hereby. The Borrowing Parties hereby restate and reaffirm all of the warranties and representations contained in the Loan Documents, as modified hereby, as being true and correct as of the date hereof.

16. Event of Default. The Borrowing Parties hereby acknowledge and agree that a breach by any Borrower Party of any term, provision, covenant or condition herein set forth or herein required of the Borrowing Parties to be kept or performed and which is not kept or performed pursuant to the terms hereof, shall constitute an Event of Default under the Loan Documents.

17. References. All references herein to any of the Loan Documents shall be understood to be to the Loan Documents as modified hereby. All references in any of the

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Loan Documents to any other one or more of the Loan Documents shall hereafter be deemed to be to such document(s) as modified hereby.

18. No Defense, Counterclaims. Each Borrowing Party hereby represents and warrants to, and covenants with, Bank that as of the date hereof, (a) each Borrowing Party has no defenses, offsets or counterclaims of any kind or nature whatsoever against Bank with respect to the Loans or any of the Loan Documents, or any action previously taken or not taken by Bank with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the liabilities of each Borrowing Party, and (b) that Bank has fully performed all obligations to each Borrowing Party which it may have had or has or had of the date hereof.

19. Release. Without limiting the generality of the foregoing, each Borrowing Party, on its own behalf and on the behalf of its representatives, partners, shareholders, subsidiaries, affiliated and related entities, successors and assigns (hereinafter collectively referred to as the "Borrowing Group" and as to the Borrowing Group, each Borrowing Party represents and warrants that it has the right, power and authority to waive, release and forever discharge on behalf of the Borrowing Group, Bank and "Bank Group" as hereinafter defined) waives, releases and forever discharges Bank, and its respective partners and their respective officers, directors, subsidiaries, affiliated and related companies or entities, agents, servants, employees, shareholders, representatives, successors, assigns, attorneys, accountants, assets and properties, as the case may be (together hereinafter referred to as the "Bank Group") from and against all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, obligations, liabilities, costs, expenses, losses, damages, judgments, executions, claims and demands, of whatsoever kind or nature, in law or in equity, whether known or unknown, whether or not concealed or hidden, arising out of or relating to any matter, cause or thing whatsoever, that any of the Borrowing Group, jointly or severally, may have had, or now have or that may subsequently accrue against the Bank Group by reason of any matter or thing whatsoever arising out of or in way connected to, directly, or indirectly, the Loans and/or any of the Loan Documents through the date hereof. Each Borrowing Party acknowledges and agrees that Bank is specifically relying upon the representations, warranties, covenants and agreements contained herein and that such representations, warranties, covenants and agreements constitute a material inducement to enter into this Tenth Modification Agreement.

20. No Custom. This Tenth Modification Agreement shall not establish a custom or waive, limit or condition the rights and remedies of Bank under the Loan Documents, all of which rights and remedies are expressly reserved.

21. Reaffirmation of Loan Documents, No Novation. Except as may be expressly set forth herein to the contrary, the Loan Documents remain unmodified, and all other terms and conditions thereof remain in full force and effect. Notwithstanding anything to the contrary contained herein, Borrowing Parties and Bank expressly state, declare and acknowledge that this Tenth Modification Agreement is intended only to modify each

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Borrowing Party's continuing obligations in the manner set forth herein, and is not intended as a novation of any and all amounts presently due and owing from any Borrowing Party to Bank.

22. Captions; Counterparts. The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this Tenth Modification Agreement. This Tenth Modification Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one Tenth Modification Agreement.

23. Choice of Law; Severability and Consent to Jurisdiction. This Tenth Modification Agreement shall be governed and construed under the laws of the State of Illinois. If any provision of this Tenth Modification Agreement is held invalid or unenforceable, the remainder of this Tenth Modification Agreement will not be affected thereby and the provisions of this Tenth Modification Agreement shall be severable in any such instance. Each party hereto consents to the jurisdiction of any federal or state court located in Cook County, Illinois.

24. Trustee Exculpation. This Ninth Modification Agreement is executed and delivered by LASALLE BANK NATIONAL ASSOCIATION, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. No personal liability shall be asserted or be enforceable against LASALLE BANK NATIONAL ASSOCIATION, because or in respect of this Ninth Modification Agreement or the making, issuance or transfer hereof (except for a breach of the warranty contained in this paragraph), all such liability, if any, being expressly waived but nothing herein contained in this paragraph shall modify or discharge the personal liability of any other party personally liable under any of the Loan Documents nor limit the enforcement of any right or remedy of Bank under any of the Loan Documents against said parties or any property or collateral pledged to Bank thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Modification Agreement as of the day and year first above written.

CIRCUIT SERVICE, INC., an Illinois corporation

By: James Herring, President & CEO

Name: C. James Herring

Title: President & CEO

BANK ONE NA as successor by merger to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, successor in interest to BANK ONE, ILLINOIS, NA

By: Regina L. Carl

Name: Regina L. Carl

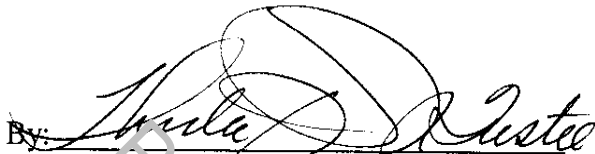
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THEODORE MAU, individually

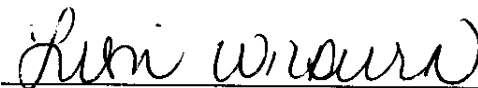
Title: _____

TJM MANAGEMENT LLC, an Illinois limited liability company



Theodore J. Mau, as Trustee of the Theodore J. Mau Revocable Trust, as Managing Member

LASALLE BANK NATIONAL ASSOCIATION as Successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee under Trust Agreement dated June 18, 1998 and known as Trust Number 6129-PR and not personally

By: 

Name: Kim Wilburn

Title: Trust Administrator

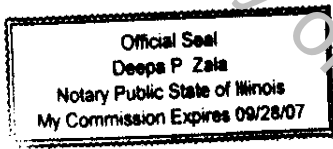
This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All its terms, provisions, stipulations and conditions to be performed by LASALLE BANK National Association shall be undertaken by it solely as Trustee, as aforesaid, and not in its individual capacity. No liability shall be asserted or enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, DEEPA ZALA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that C. James Herring, President + CEO of CIRCUIT SERVICE, INC., 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 free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Witness my hand and seal this 05th day of August, 2004.



Deepa P. Zala
Notary Public

My Commission Expires:

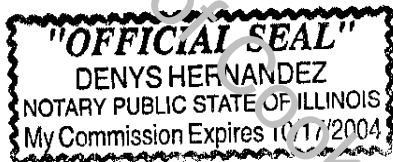
9/28/07

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lisa Wilson, ~~not~~ of LASALLE BANK NATIONAL ASSOCIATION, 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 S signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said Bank as Trustee for the uses and purposes therein set forth.

Witness my hand and seal this 9 day of July, 2004.



Denys Hernandez
Notary Public

My Commission Expires:

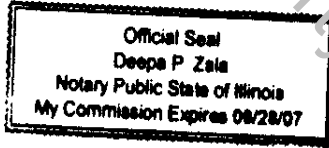
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STATE OF Illinois)
)
COUNTY OF COOK) SS.

I, DEEPA ZALA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that THEODORE MAU, 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 free and voluntary act for the uses and purposes therein set forth.

Witness my hand and seal this 05th day of August, 2004.



Deepa P. Zala

Notary Public

My Commission Expires:

9/28/07

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Wieslawa H. Rojek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Regina Carls, _____ of BANK ONE NA, 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 she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Witness my hand and seal this 6th day of August, 2004.



Notary Public

"OFFICIAL SEAL"
Wieslawa H. Rojek
Notary Public, State of Illinois
Cook County
My Commission Expires Mar. 2, 2006

My Commission Expires:

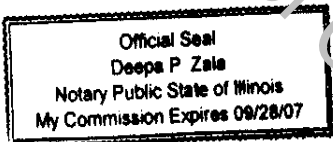
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STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, DEEPA ZALA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Theodore J. Mau, a Member of TJM MANAGEMENT LLC, 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 this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Witness my hand and seal this 05th day of August, 2004.



Deepa P. Zala
Notary Public

My Commission Expires:

9/28/07

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 26, 27, 28 AND 29 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1970 AS DOCUMENT 2493375 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office