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Doc#: 0804608248 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2008 03:47 PM Pg: 1 of 17

Meltzer Purtil & Stelle, LLC
1515 East Woodfield Road
Second Floor
Woodfield, Illinois 60173
Attn. Michael J. Wolfe

Handwritten: H25161975

AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS (this "Amendment") is made as of June 27, 2007, among CHICAGO GREENWORKS, LLC, an Illinois limited liability company ("GreenWorks"), CHRISTY WEBBER & COMPANY ("Company"), FREDERICK ACQUISITION LLC, an Illinois limited liability company ("Frederick"), CHRISTY WEBBER, an individual of Chicago, Illinois ("Webber"), ROGER POST and MARINA POST, individuals of Chicago, Illinois ("Post") (Webber and Post and are collectively referred to as "Guarantors") and MIDWEST BANK AND TRUST COMPANY, an Illinois state bank ("Lender").

RECITALS:

A. GreenWorks, Company, Webber, Guarantors and Royal American Bank, an Illinois State Bank and the predecessor in interest to Lender entered into a Cross-Collateralization and Cross-Default Agreement, dated as of October 27, 2005 (the "GreenWorks Cross Agreement"), one of the purposes of which was to provide for cross-collateralization and cross-defaults among the Company Loans, the LC Loan and the GreenWorks Loans, as such loans have subsequently been amended.

B. GreenWorks, Company, Frederick, Webber, Guarantors and Lender, an Illinois entered into a Cross-Collateralization and Cross-Default Agreement, dated as of November 29, 2006 (the "Frederick Cross Agreement"), one of the purposes of which was to provide for cross-collateralization and cross-defaults among the Company Loans, the LC Loan, the GreenWorks Loans and the Frederick Loans.

C. The GreenWorks Cross Agreement and the Frederick Cross Agreement are collectively referred to herein as the "Cross Agreements", and terms used herein which are not defined herein are defined in the Cross Agreements.

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D. Lender has agreed to further modify one of the Company Loans, evidenced by a promissory note dated April 12, 2005, in the original principal amount of \$1,750,000, by increasing the amount of such loan to \$2,000,000, extending the maturity date to June 30, 2008, and making other modifications, all of which are evidenced in that certain Business Loan Agreement, dated June 30, 2007, by and between Lender and Webber, that certain promissory note of Webber, dated June 30, 2007, payable to the order of Lender, and the related documents.

E. Lender has agreed to make an additional term loan (the "Term Loan") to the Company in the original principal amount of \$150,000, evidenced by a promissory note of Webber, dated June 28, 2007, which is secured by, among other things, three commercial vehicles (such promissory note, together with all other documents and instruments evidencing and securing the Term Loan are referred to herein as the "Term Loan Documents").

F. The parties wish to add the Term Loan to the loans which are cross-defaulted and cross-collateralized under the Cross Agreements, and to clarify that (i) any and all collateral for the Company Loans (as amended, as described herein), the LC Loan, the GreenWorks Loans, the Frederick Loans and the Term Loan (collectively, the "Loans") shall constitute collateral for each and every one of the Loans (ii) a default under any of the Loans shall constitute a default under all of the Loans.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Lender to make the Term Loan and modify one of the Company Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company, Webber, Post and GreenWorks and Lender agree as follows:

1. *Cross-collateralization.* The Company Assets, the Phase I Land, the Phase II Land, the Frederick Assets and the other security delivered with respect to each of the Company Loans, the LC Loan, the GreenWorks Loans, the Frederick Loans and the Term Loan shall secure, in addition to the Company Loans, the LC Loan, the respective GreenWorks Loans, the Frederick Loans and the Term Loan and on a *pari passu* basis with each other, all obligations and liabilities of each of Company, GreenWorks and Frederick under the Company Loan, the LC Loan, each of the GreenWorks Loans and the Frederick Loans. Each of the Mortgages, the Company Security Agreement, the LC Security Agreement and the Frederick Security Agreement is hereby deemed amended to effectuate the foregoing cross-collateralization. Notwithstanding the foregoing, the Post Guaranty shall not secure the Company Loans, the LC Loan, the Frederick Loans or the Term Loan.

2. *Cross-default.* Each of the Mortgages, the GreenWorks Loan Agreement, the Company Security Agreement and the Frederick Security Agreement is hereby amended to provide that the occurrence of an Event of Default, as defined in and pursuant to any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents and the Frederick Loan Documents and any default under the Term Note shall each constitute an immediate default and Event of Default (without notice or the expiration of any cure period) under such documents and under any of Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan

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Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Term Loan Documents and the Frederick Loan Documents, which shall entitle Lender to exercise any of the remedies available to it under terms of any of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents, the Frederick Loan Documents and the Term Loan Documents.

3. *Amendments/Confirmations.* This Amendment amends the Cross Agreements, which, as so amended, shall continue in full force and effect. Each of GreenWorks, the Company, Frederick and the Guarantors affirms, remakes and restates, to the extent executed by such party, the Cross Agreements (as amended hereby) and all of the terms, conditions and provisions thereof and each of the Company Loan Documents, the LC Loan Documents, the Phase I Senior Loan Documents, the Phase I Junior Loan Documents, the Phase II Loan Documents and the Frederick Loan Documents, including, without limitation, the guarantees thereof.

4. *Controlling Law.* This Amendment shall be governed by the laws of the State of Illinois.

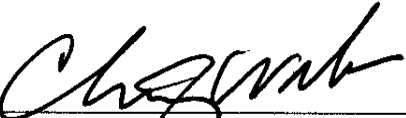
5. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THE CROSS AGREEMENTS, AS AMENDED HEREBY, OR UNDER ANY FURTHER AMENDMENTS, INSTRUMENTS, DOCUMENTS OR AGREEMENTS DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE CROSS AGREEMENTS OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE CROSS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GREENWORKS, COMPANY, FREDERICK AND EACH GUARANTOR SEVERALLY AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER ANY OF THE COMPANY LOAN DOCUMENTS, THE LC LOAN DOCUMENTS, THE PHASE I SENIOR LOAN DOCUMENTS, THE PHASE I JUNIOR LOAN DOCUMENTS, THE PHASE II LOAN DOCUMENTS, THE TERM LOAN DOCUMENTS AND THE FREDERICK LOAN DOCUMENTS, ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

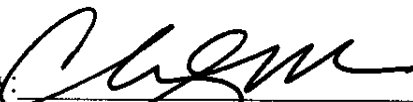
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IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment to be executed as of the date set forth above.


CHICAGO GREENWORKS, LLC,
an Illinois Limited liability company

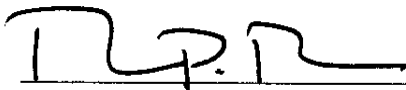
By: 
Christy Webber, its sole member


CHRISTY WEBBER & COMPANY,
an Illinois Corporation

By: 
Christy Webber, President

FREDERICK ACQUISITION LLC,
an Illinois Limited liability company

By: 
Its: President


Roger Post, individually

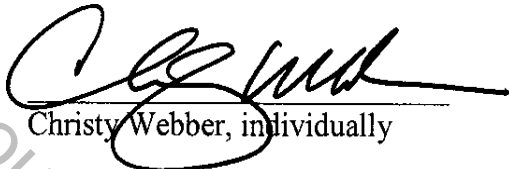

Marina Post, individually

MIDWEST BANK AND TRUST COMPANY
an Illinois state bank

By: 

Name: Christopher A. Ebert

Title: SENIOR V.P.


Christy Webber, individually

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SCOTT SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the sole member of Chicago GreenWorks LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.

Scott D. Slate
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SCOTT SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber, the President of Christy Webber & Company, an Illinois corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.

Scott D. Slate
Notary Public



County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SCOTT SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Webber who is 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 own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.



Scott D. Slate
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SCOTT SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Post and Marina Post who are 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.



Scott D. Slate
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SCOTT SLATE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTY WEAVER, the PRESIDENT of Frederick Acquisition LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.

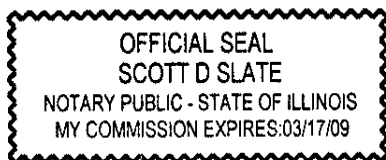


Scott D. Slate
Notary Public

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 CHRISTOPHER BENT, a SENIOR V.P. of First Midwest Bank and Trust Company ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such OFFICER, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19 day of July, 2007.



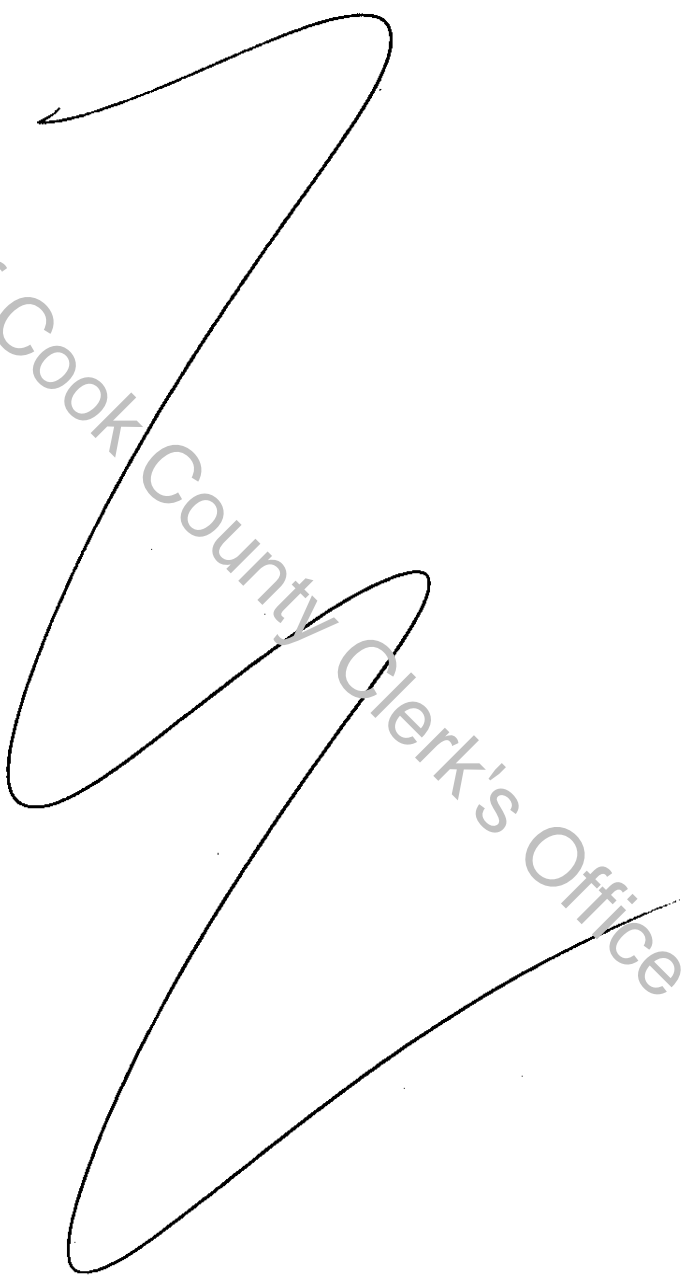
Scott D. Slate
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE I LAND

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PHASE I

LOT 1

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°21'01" WEST, 39.62 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET; THENCE NORTH 88°38'59" EAST, 266.58 FEET; THENCE SOUTH 01°28'07" EAST, 506.42 FEET; THENCE SOUTH 48°16'36" EAST, 95.15 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00' AND AN ARCE LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WESTM 235.31 FEET, TO THE POINT OF BEGINNING.

AND

LOT 6

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 502.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 18°22'34" EAST, 7.44 FEET; THENCE NORTH 10°49'15" EAST, 104.34 FEET; THENCE NORTH 01°21'01" WEST, 512.72 FEET; THENCE NORTH 88°38'59" EAST, 76.02 FEET; THENCE SOUTH 01°28'07" EAST, 463.80 FEET; THENCE SOUTH 33°53'03" WEST, 116.06 FEET; THENCE SOUTH 01°21'01" EAST, 63.12 FEET; THENCE SOUTH 88°38'59" WEST, 34.51 FEET TO THE POINT OF BEGINNING.

AND

LOT 9

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

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66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH $01^{\circ}21'02''$ WEST, 23.50 FEET; THENCE NORTH $88^{\circ}36'02''$ EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET; THENCE SOUTH $41^{\circ}43'24''$ EAST, 34.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH $48^{\circ}16'36''$ EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 33.82 FEET TO A POINT OF TANGENCY; THENCE NORTH $88^{\circ}38'58''$ EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 39.00 FEET AND AN ARC LENGTH OF 62.62 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 52.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH $51^{\circ}02'23''$ WEST, 66.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 51.00 FEET AND AN ARC LENGTH OF 33.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH $88^{\circ}36'02''$ WEST, 134.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 16.21 FEET AND AN ARCE LENGTH OF 36.84 FEET TO THE POINT OF BEGINNING.

PINS: 16-12-114-014
16-12-114-019

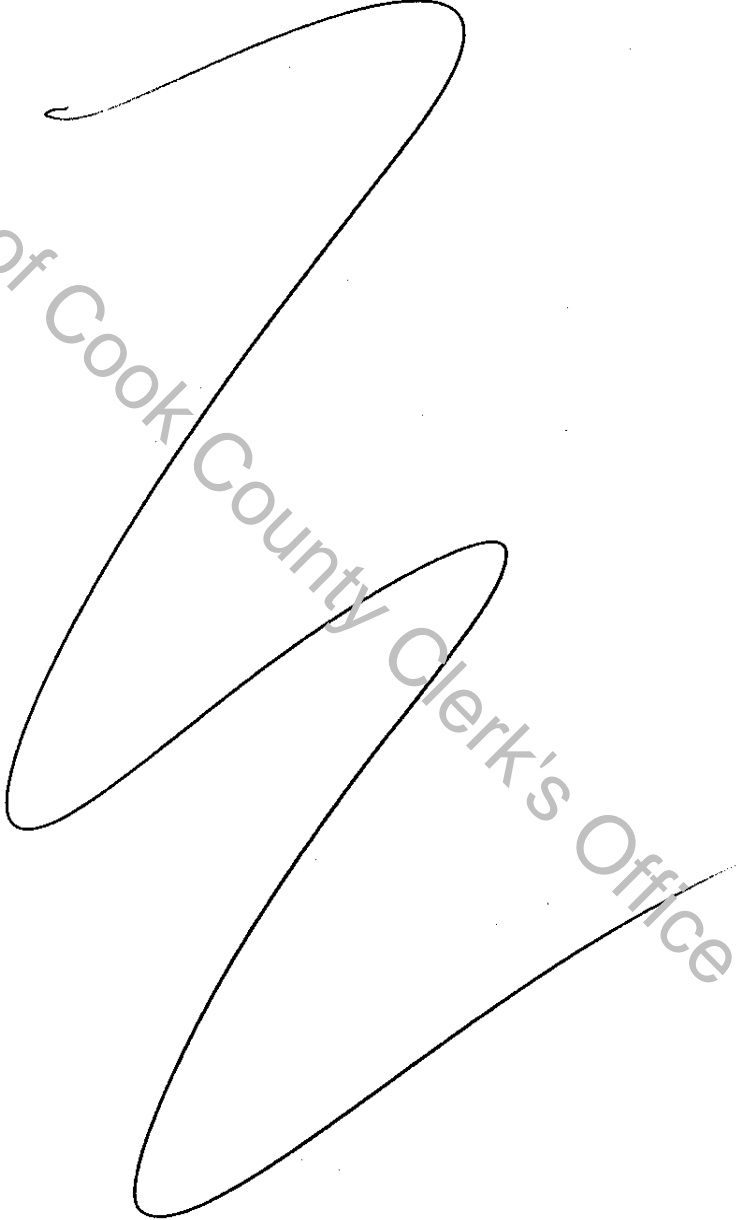
Address: 551 N. Sacramento Boulevard, Chicago, Illinois

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EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE II LAND

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PHASE II

LOT 2

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 63.12 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 01°28'07" WEST, 20.44 FEET; THENCE NORTH 01°21'01" WEST, 150.00 FEET; THENCE SOUTH 61°52'11" EAST, 306.24 FEET; THENCE SOUTH 01°28'07" EAST, 19.73 FEET; THENCE SOUTH 88°38'59" WEST, 266.58 FEET TO THE POINT OF BEGINNING.

AND

LOT 3

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 95.15 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°28'07" WEST, 526.15 FEET; THENCE SOUTH 61°52'11" EAST, 116.92 FEET; THENCE SOUTH 01°29'41" EAST, 412.34 FEET; THENCE SOUTH 88°38'58" WEST, 5.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, AN ARC DISTANCE OF 57.78 FEET, HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48°16'36" WEST, 56.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 4

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

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66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 5.40 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°29'41" WEST, 412.34 FEET; THENCE SOUTH 61°52'11" EAST, 226.99 FEET; THENCE SOUTH 17°47'14" WEST, 324.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°38'58" WEST, 51.14 FEET TO THE POINT OF BEGINNING.

AND

LOT 5

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 17°47'14" EAST, 324.58 FEET; THENCE SOUTH 61°52'11" EAST, 82.95 FEET; THENCE SOUTH 01°18'51" EAST, 368.27 FEET; THENCE SOUTH 51°21'20" WEST, 67.28 FEET; THENCE NORTH 70°05'12" WEST, 97.24 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 117.21 FEET TO THE POINT OF BEGINNING.

AND

LOT 7

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND

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CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28, IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 122.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 66.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 55.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST, 7.04 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 01°28'07" EAST, 118.48 FEET; THENCE SOUTH 51°21'20" WEST, 31.40 FEET; THENCE SOUTH 01°15'54" EAST, 44.54 FEET; THENCE SOUTH 89°03'00" WEST, 57.81 FEET; THENCE SOUTH 51°19'44" WEST, 14.71 FEET; THENCE SOUTH 89°03'00" WEST, 326.77 FEET; THENCE NORTH 01°21'02" WEST, 187.92 FEET; THENCE NORTH 88°36'02" EAST, 421.03 FEET TO THE POINT OF BEGINNING.

AND

LOT 8

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 70°05'12" EAST, 97.24 FEET; THENCE SOUTH 51°21'20" WEST, 288.04 FEET; THENCE NORTH 01°28'07" WEST, 118.48 FEET; THENCE NORTH 88°36'02" EAST, 7.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF

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55.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°02'23" EAST, 66.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 82.68 FEET TO THE POINT OF BEGINNING.

PINS: 16-12-114-002
16-12-114-005
16-12-114-013
16-12-114-014
16-12-114-019

601 N. Sacramento
Chicago IL 60612

Property of Cook County Clerk's Office

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July __, 2007

MIDWEST BANK AND TRUST COMPANY
1001 Johnson Drive
Buffalo Grove IL 60089

Gentlemen:

This letter will confirm that on July __, 2007, Chicago GreenWorks, LLC ("GreenWorks") consummated a Section 504 Loan, as provided in that certain Phase I Senior Loan Promissory Note dated as of October 27, 2005, made by GreenWorks to the order of Royal American Bank, and consequently the Conversion Date is August 1, 2007, at which date the first principal payment is due under the Note.

Very truly yours

CHICAGO GREENWORKS, LLC

By: 