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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

K&L Gates LLP
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
Terrence E. Budny, Esq.



Doc#: 0926512112 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2009 11:25 AM Pg: 1 of 14

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MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 28th day of August, 2009, to be effective June 18, 2009, by and among 3510 N. SOUTHPORT LLC, an Illinois limited liability company ("Borrower"), EVAN OLIFF and THOMAS MORABITO (each individually, "Guarantor", and collectively, "Guarantors"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Lender").

Recitals

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of up to ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) pursuant to the terms and conditions of a Construction Loan Agreement dated as of June 18, 2008, between Borrower and Lender (the "Loan Agreement", all terms not otherwise defined herein having the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated June 18, 2008, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement and Fixture Filing dated June 18, 2008 from Borrower to Lender recorded with the Recorder of Deed of Cook County, Illinois (the "Recorder's Office") on June 20, 2008 as document no. 0817233064 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"); (ii) that certain Assignment of Rents and Leases dated June 18, 2008 from Borrower to Lender and recorded in the Recorder's Office on June 20, 2008 as document no. 0817233065 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated June 18, 2008 from Borrower and Guarantors to Lender (the "Indemnity Agreement"); (iv) that certain Payment Guaranty dated June 18, 2008 from Guarantors to Lender (the "Payment Guaranty"); (v) that certain Completion Guaranty dated June 18, 2008 from Guarantors to Lender (the "Completion Guaranty", and together with the Payment Guaranty, individually and collectively,

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the “Guaranties”); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranties and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the “Loan Documents”).

C. Borrower, Lender and Guarantors desire to amend the Loan Documents in accordance with the provisions of this Agreement.

Agreements

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Maturity Date.** The Maturity Date of the Loan is hereby extended to September 1, 2010. All references in the Loan Agreement, Note, Mortgage and the other Loan Documents to the Maturity Date shall be deemed references to September 1, 2010 as the Maturity Date of the Loan.

2. **Reduction of Loan Amount.** The outstanding principal balance of the Loan as of the date of this Agreement is \$818,496. The Loan and the Loan Amount are hereby reduced to \$818,496. All references in the Loan Documents to the Loan or the Loan Amount (either in numbers, words or both, as the case may be) shall be deemed references to the amount of \$818,496 (either in numbers or words or both, as the case may be). The Loan has been fully funded, and Lender shall not be obligated to make any further Advances.

3. **Construction of Development.** Borrower shall not construct the Development or any Improvements on the Property.

4. **Additional Amendments to Loan Agreement.** The Loan Agreement is also amended by deleting Sections 2.5, 2.8 and 2.9 and all defined terms referenced therein.

5. **Additional Amendments to Note.** The Note is also amended as follows:

(a) Paragraph 2.1(a) is deleted and the following is inserted in its place:

(a) Interest shall accrue on the principal balance of the Loan Amount outstanding through the Maturity Date at the rate of three and thirty-five one-hundredths percent (3.35%) per annum (the “Interest Rate”).

(b) Paragraph 2.1(b) is deleted, and the following is inserted in its place:

(b) “Business Day” means any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

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- (c) Paragraph 2.1(c) is hereby deleted.
- (d) Section 3 is deleted and the following is inserted in its place:

3. **Payment of Principal and Interest.** *The Loan Amount or so much thereof as may be outstanding from time to time, and the interest thereon, shall be paid as follows:*

(a) *Commencing on July 1, 2008, and continuing on the first day of each month thereafter through and including the month in which the Maturity Date occurs, all accrued and unpaid interest on the principal balance of this Note outstanding from time to time shall be due and payable, and which amounts shall be (i) disbursed directly by the Lender from the Loan proceeds up to the amount of the Loan Reserve and which, when advanced, shall constitute outstanding principal under this Note, and (ii) thereafter paid directly by the Borrower from sources other than the proceeds of this Loan*

(b) *The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Additional Collateral shall be due and payable in full on the Maturity Date, as defined in the Loan Agreement.*

- (e) Section 10 is deleted, and the following is inserted in its place:

10. **Prepayment.**

(a) *Provided that no Event of Default then exists, the Borrower may voluntarily prepay the principal balance of this Note, in whole but not in part, at any time on or after the date hereof, subject to the following conditions:*

(i) *Not less than thirty (30) days prior to the date upon which the Borrower desires to make such prepayment, the Borrower shall deliver to the Lender written notice of its intention to prepay this Note in full, which notice shall be irrevocable and state the prepayment date (the "Prepayment Date"), which Prepayment Date shall coincide with a scheduled payment date hereunder;*

(ii) *The Borrower shall pay to the Lender, concurrently with such prepayment, a prepayment premium (the "Prepayment Premium") equal to the Yield Amount (as hereinafter defined), provided, however, no Prepayment Premium shall be owing if such prepayment is made on or after the ninetieth (90th) day prior to the Maturity Date; and*

(iii) *The Borrower shall pay to the Lender all accrued and unpaid interest through the date of such prepayment on the principal balance being prepaid.*

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(b) *The Borrower acknowledges that the Loan was made on the basis and assumption that the Lender would receive the payments of principal and interest set forth herein for the full term of this Note. Therefore, whenever the maturity of this Note has been accelerated by the Lender by reason of the occurrence of an Event of Default the Prepayment Premium shall be due, in addition to the outstanding principal balance, accrued interest and other sums due hereunder.*

(c) *For purposes of this Note, the "Yield Amount" shall be the amount calculated as follows:*

(i) *The Lender shall first determine, as of the Prepayment Date, the amount, if any, by which the Interest Rate exceeds the yield to maturity percentage (the "Current Yield") for the actively traded United States Treasury bond, bill or note (the "Treasury Security") closest in maturity to the Maturity Date as published in The Wall Street Journal on the fifth Business Day preceding the Prepayment Date. If publication of (A) The Wall Street Journal, or (B) the Current Yield of the United States Treasury Security in The Wall Street Journal is discontinued, the Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine the Current Yield;*

(ii) *The difference calculated pursuant to subsection (c)(i) above shall be multiplied by the outstanding principal balance of this Note as of the Prepayment Date;*

(iii) *The product calculated pursuant to subsection (c)(ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365; and*

(iv) *The product calculated pursuant to subsection (c)(iii) above shall be discounted at the annual rate of the Adjusted Current Yield (where the "Adjusted Current Yield" means the Current Yield adjusted to reflect the difference in timing of semi-annual payments of interest on the United States Treasury Security and monthly payments under this Note) to the present value thereof as of the Prepayment Date, on the assumption that said sum would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date;*

provided, however, that the Borrower shall not be entitled in any event to a credit against, or a reduction of, the indebtedness being prepaid if the Current Yield exceeds the Interest Rate or for any other reason.

(f) *The last sentence of the first grammatical paragraph of Section 5 (including subsections (a) and (b) thereof) are deleted, and the following is inserted in its place:*

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This Note is secured by the following documents and instruments:

(a) *The Construction Mortgage, Security Agreement and Fixture Filing, as amended by a Modification of Loan Documents (the "Modification") dated August 28, 2009 (as hereafter amended, restated, replaced or supplemented, the "Mortgage"), from Company to Bank on certain real estate in Cook County, Illinois (the "Mortgaged Premises");*

(b) *Certain other items of collateral executed and delivered by certain persons and entities, including, without limitation, an Assignment of Rents and Leases and a Security Agreement, each of even date herewith, all as set forth in the Loan Agreement, and other instruments and documents that may from time to time hereafter be executed and delivered by certain persons and entities as security for this Note (as amended by the Modification and as hereafter amended, restated, replaced or supplemented, the "Additional Collateral").*

(g) The defined term "Floating Rate" is deleted wherever it appears, and the defined term "Interest Rate" is inserted in its place.

6. **Additional Amendments to Mortgage.** The Mortgage is amended as follows:

(a) The first sentence of Paragraph C of the Recitals is deleted, and the following is inserted in its place:

As evidence of the indebtedness incurred under the Loan Agreement, Mortgagor has executed and delivered to Mortgagee a certain note dated June 18, 2008, as amended by a Modification of Loan Documents (the "Modification") dated August 28, 2009 (as hereafter amended, restated, replaced or supplemented, the "Note"), made payable to the order of and delivered to Mortgagee, in and by which Note Mortgagor promises to pay the said principal sum of the Loan and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on September 1, 2010, or such earlier date as may be provided in such Note.

(b) Paragraphs D and E of the Recitals are hereby deleted in their entirety, and the following are inserted in their place:

D. *Preferred-Oak Park LLC, an Illinois limited liability company (the "Oak Park Borrower"), and Mortgagee have entered into a certain Construction Loan Agreement dated July 9, 2008, as amended by a Modification of Loan Documents (the "Oak Park Modification") dated August 28, 2009 (as hereafter amended, restated, replaced or supplemented, the "Oak Park Loan Agreement"). The Oak Park Loan Agreement provides for a loan from Mortgagee to Oak Park Borrower in the maximum amount of ONE MILLION SIXTEEN THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$1,016,165) (the "Oak Park Loan"). As evidence of the indebtedness incurred under the Oak Park Loan Agreement, Oak Park Borrower has executed and delivered to Mortgagee a certain note dated August 28, 2008, as amended by the Oak Park Modification, made payable to the order of and delivered to Mortgagee, in and by which Oak Park Borrower promises to pay the said principal sum of the Oak Park Note*

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and interest at the rate and in installments as provided in the Oak Park Note, with a final payment of the balance due on September 1, 2010, or on such earlier date as may be provided in such Oak Park Note. All of said principal and interest are made payable at such place as the Holders may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Chicago, Illinois.

E. Preferred-South Bend LLC, an Illinois limited liability company (the "South Bend Borrower"), and Mortgagee have entered into a certain Construction Loan Agreement dated July 9, 2008, as amended by a Modification of Loan Documents (the "South Bend Modification") dated August 28, 2009 (as hereafter amended, restated, replaced or supplemented, the "South Bend Loan Agreement"). The South Bend Loan Agreement provides for a loan from Mortgagee to South Bend Borrower in the maximum amount of FOUR MILLION FIVE HUNDRED TWENTY THOUSAND DOLLARS (\$4,520,000) (the "South Bend Loan"). As evidence of the indebtedness incurred under the South Bend Loan Agreement, South Bend Borrower has executed and delivered to Mortgagee a certain note dated July 9, 2008, as amended by the South Bend Modification, made payable to the order of and delivered to Mortgagee, in and by which South Bend Borrower promises to pay the said principal sum of the South Bend Note and interest at the rate and in installments as provided in the South Bend Note, with a final payment of the balance due on September 1, 2010, or on such earlier date as may be provided in such South Bend Note. All of said principal and interest are made payable at such place as the Holders may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Chicago, Illinois.

(c) The following are inserted as Paragraphs F, G and H of the Recitals:

F. Thomas Morabito and Evan Olijj (the "Individual Borrowers") and Mortgagee have entered into a certain Loan Agreement dated April 1, 2008, as amended by a Modification of Loan Documents (the "Individual Borrowers' Modification") dated August 28, 2009 (as hereafter amended, restated, replaced or supplemented, the "Individual Borrowers' Loan Agreement"). The Individual Borrowers' Loan Agreement provides for a loan from Mortgagee to Individual Borrowers in the maximum amount of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) (the "Individual Borrowers' Loan"). As evidence of the indebtedness incurred under the Individual Borrowers' Loan Agreement, Individual Borrowers have executed and delivered to Mortgagee a certain revolving note dated April 1, 2008, as amended by the Individual Borrowers' Modification, made payable to the order of and delivered to Mortgagee, in and by which Individual Borrowers promise to pay the said principal sum of the Individual Borrowers' Note and interest at the rate and in installments as provided in the Individual Borrowers' Note, with a final payment of the balance due on September 1, 2010, or on such earlier date as may be provided in such Individual Borrowers' Note. All of said principal and interest are made payable at such place as the Holders may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Chicago, Illinois.

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G. The Note is secured by this Mortgage, a Security Agreement, a Completion Guaranty, a Payment Guaranty, an Assignment of Rents and Leases, a Collateral Assignment of Project Documents, an Environmental Indemnity Agreement, a Financing Statement on Illinois form UCC-1, and such other Additional Collateral as defined and described in the Loan Agreement (collectively, together with all other documents and instruments executed and delivered in connection with the Loan, as amended by the Modification, the South Bend Modification, the Oak Park Modification and the Individual Borrowers' Modification (as the case may be), and as hereafter amended, restated, replaced or supplemented, the "Loan Documents");

H. Initially capitalized terms used but not otherwise defined in this Mortgage have the same meanings given them in the Loan Agreement.

(d) The first grammatical paragraph under the heading "AGREEMENTS" on page 2 of the Mortgage is deleted, and the following is inserted in its place:

NOW, THEREFORE, Mortgagor, in consideration of said debt and the Recitals set forth above and to secure the timely payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements herein and in the Loan Agreement, the Note and the Loan Documents contained and to be performed by Mortgagor and/or Guarantors, and to secure the payment of (i) the Oak Park Note by the Oak Park Borrower, (ii) the South Bend Note by the South Bend Borrower, and (iii) the Individual Borrowers' Note by the Individual Borrowers, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns, the Land and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, which is referred to as the "Real Estate";

(e) The following is added after subparagraph (f) of Section 14:

; or (g) if an Event of Default (as defined in the Oak Park Loan Agreement) shall occur; or (h) if an Event of Default (as defined in the South Bend Loan Agreement) shall occur, or (i) if an Event of Default (as defined in the Individual Borrowers' Loan Agreement) shall occur,

(f) Section 36 is deleted, and the following is inserted in its place:

36. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction; provided, however, that in no event shall the total amount secured by this

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Mortgage exceed 200% of sum of the face amounts of the Note, the Oak Park Note, the South Bend Note and the Individual Borrowers' Note.

(g) Section 39 is deleted.

7. **Additional Amendments to Other Loan Documents.** The Assignment of Rents and Leases, the Security Agreement and the Collateral Assignment of Project Documents are also amended to provide that each of such Loan Documents secures, in addition to the Note, the Oak Park Note, the South Bend Note and the Individual Borrowers' Note, as such terms are defined in the Mortgage, as amended hereby.

8. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties of Borrower in the Loan Agreement and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and to the actual knowledge of Borrower there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

9. **Representations, Warranties and Covenants of Guarantors.** Each Guarantor hereby represents, warrants and covenants, with respect to himself only, to Lender as follows:

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(a) The representations and warranties of such Guarantor in the Indemnity Agreement and the Guaranties are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Indemnity Agreement or the Guaranties, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Indemnity Agreement and the Guaranties are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of such Guarantor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of such Guarantor from the date of his most recent financial statement received by Lender.

(e) As of the date hereof, such Guarantor has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreement or the Guaranties.

(f) This Agreement has been duly executed and delivered on behalf of such Guarantor.

10. **Reaffirmation of Guaranties and Indemnity Agreement.** Each Guarantor ratifies and reaffirms the Guaranties and the Indemnity Agreement and agrees that the Guaranties and the Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement.

11. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue, with respect to Lender's title insurance policy No. 1401 5262663-NA (the "Title Policy"), a date-down endorsement covering the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage as amended hereby, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

12. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses, and a loan modification fee in the amount of \$3,500.00.

13. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantors and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement", "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. 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.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

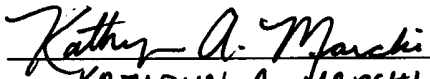
(h) Time is of the essence of each of Borrower's and Guarantors' obligations under this Agreement.

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

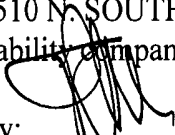
LENDER:

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois banking corporation

By: 
Name: KATHRYN A. MARCHI
Title: OFFICER

BORROWER:

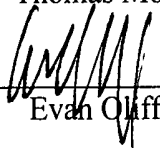
3510 N. SOUTHPORT LLC, an Illinois limited liability company

By: 
Name: THOMAS MORABIO (TO)
Title: MEMBER

GUARANTORS:



Thomas Morabio



Evan Cluff

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EXHIBIT A

LEGAL DESCRIPTION

LOT 26 IN BLOCK 1 IN LANE PARK ADDITION TO LAKEVIEW IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 14-20-303-025-0000

Address: 3510 North Southport, Chicago, Illinois

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I MARIA T ESPARZA a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Katherine A Marchi, Officer of The PrivateBank and Trust Company, an Illinois banking corporation, 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 he (she) signed and delivered said instrument as his (her) own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2009.

Maria T. Esparza

NOTARY PUBLIC

"OFFICIAL SEAL"
MARIA T. ESPARZA
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/26/2011

My commission expires _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Murawski the Manager of 3510 N. Southport LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 2009.

"OFFICIAL SEAL"
Joni Wheat
Notary Public, State of Illinois
My Commission Expires 11/14/2012

Joni Wheat

Notary Public

My commission expires _____

