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Doc#: 1025831025 Fee: \$96.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/15/2010 12:12 PM Pg: 1 of 31

This instrument prepared by
and please return to:

Polsinelli Shughart PC
161 North Clark, Suite 4200
Chicago, Illinois 60601
Attention: Jennifer L. Worstell, Esq.

2 of 2
Pm no ab ass
8488699
C77

PARCEL NO. 1:

COMMONLY KNOWN AS: 4343 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-002-0000

PARCEL NO. 2:

COMMONLY KNOWN AS: 4325 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-003-0000

LOAN MODIFICATION, FORBEARANCE, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

Now as of this 13 day of May, 2010, Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation (hereinafter "**Lender**"), Architectural Artifacts, Inc., an Illinois corporation ("**Architectural**"), After The Fact, LLC, an Illinois limited liability company ("**ATF**"), Ouroboros, LLC, an Illinois limited liability company ("**Ouroboros**"), Atrium Events, LLC, an Illinois limited liability company ("**Atrium**"), and Stuart. E. Grannen ("**Grannen**"), hereby enter into the following Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement (hereinafter the "**Agreement**"). Architectural, ATF, Ouroboros, Atrium and Grannen are sometimes collectively referred to herein as the "**Borrower Parties**." Borrower Parties and Lender are sometimes collectively referred to herein as the "**Parties**."

RECITALS

A. Ouroboros is the fee simple owner of certain real estate commonly known as 4343 N. Ravenswood, Chicago, Illinois ("**Parcel No. 1**"). ATF is the current fee simple owner of certain real estate commonly known as 4325 N. Ravenswood, Chicago, Illinois ("**Parcel No. 2**"). As of May 13, 2005, Grannen owned fee simple title to Parcel No. 2, which was subsequently transferred to ATF as set forth in Recital D herein. Parcel No. 1 and Parcel No. 2 (collectively the "**Real Estate**") are legally described on Exhibit A attached hereto. Grannen is the President

Box 337

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and Secretary of Architectural and is the Manager and sole Member of ATF, Atrium and Ouroboros.

B. On May 13, 2005, Ouroboros executed and delivered to Lender a Term Note in the amount of \$2,745,000.00 (the "**Ouroboros Note**"), which evidences a loan to Ouroboros in the amount of \$2,745,000.00 (the "**Ouroboros Loan**") which is secured by the following documents and items (collectively the "**Ouroboros Security Documents**"):

1. a Credit Agreement;
2. a Mortgage, Security Agreement and Financing Statement executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311426 and covers both parcels of the Real Estate;
3. a Mortgage, Security Agreement and Financing Statement executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311427 and covers both parcels of the Real Estate;
4. an Assignment of Rents and Leases executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311424 and covers both parcels of the Real Estate;
5. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311425 and covers both parcels of the Real Estate;
6. a Continuing Guaranty Agreement executed by Grannen;
7. a Continuing Guaranty Agreement executed by ATF;
8. a Continuing Guaranty Agreement executed by Architectural;
9. a Continuing Guaranty Agreement executed by Atrium;
10. two (2) Environmental Release, Hold Harmless and Indemnity Agreements executed by Grannen, Architectural and Ouroboros;
11. a Standby and Subordination Agreement between Lender, Grannen and Ouroboros pursuant to which Grannen agreed to subordinate certain debt in the amount of \$305,000.00 owed to him by Architectural (the "**Subordinated Debt**") to any and all of Lender's current and future debt;
12. a Security Agreement covering the business assets of Architectural and executed by Architectural;
13. two (2) Collateral Assignments of Insurance Policy covering the proceeds of MONY Life Insurance Company of America Policy Nos. 2LTOOO9549 and 2YRT005600 on the life of Grannen and executed by Grannen; and
14. two (2) Third Party Collateral Agreements executed by Grannen and

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Architectural pledging certain real and personal property owned by such parties to Lender.

C. Also on May 13, 2005, Architectural executed and delivered to Lender a Revolving Note in the amount of \$500,000.00 ("**2005 Architectural Revolving Note**") and a Term Note in the amount of \$300,000.00 ("**2005 Architectural Term Note**") both of which were replaced by corrected notes on April 7, 2006 (collectively the "**2005 Architectural Notes**"), which evidence a loan to Architectural in the aggregate amount of \$800,000.00 (the "**2005 Architectural Loan**"), which is secured by the following documents and items (collectively the "**2005 Architectural Security Documents**")

1. a Mortgage, Security Agreement and Financing Statement executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311422 and covers both parcels of the Real Estate;
2. a Mortgage, Security Agreement and Financing Statement executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311423 and covers both parcels of the Real Estate;
3. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311428 and which was re-recorded as Document No. 0526905032 and covers both parcels of the Real Estate;
4. as Assignment of Rents and Leases executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311421 and covers both parcels of the Real Estate;
5. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311420 and covers both parcels of the Real Estate;
6. a Continuing Guaranty Agreement executed by Grannen;
7. a Continuing Guaranty Agreement executed by Ouroboros;
8. two (2) Environmental Release, Hold Harmless and Indemnity Agreements executed by Grannen, Architectural and Ouroboros;
9. a Standby and Subordination Agreement between Lender, Grannen and Ouroboros regarding the Subordinated Debt;
10. a Security Agreement covering the business assets of Architectural and executed by Architectural;
11. a Security Agreement covering certain assets of Grannen described therein and executed by Grannen;
12. two (2) Collateral Assignments of Insurance Policy covering the proceeds of MONY Life Insurance Company of America Policy Nos. 2LTOOO9549 and 2YRT005600 on

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the life of Grannen, and executed by Grannen; and

13. two (2) Third Party Collateral Agreements executed by Grannen and Ouroboros pledging certain real and personal property owned by such parties to Lender.

D. On May 11, 2006, Grannen executed and recorded a Quit Claim Deed to "After The Fact, an Illinois limited liability company," conveying his interest in Parcel No. 2, which was recorded with the Cook County Recorder of Deeds as Document No. 0613145102. On May 12, 2006, Grannen executed and recorded a Quit Claim Deed to "After The Fact, LLC, an Illinois limited liability company," conveying his interest in Parcel No. 2, which was recorded with the Cook County Recorder of Deeds as Document No. 0613239024, for purposes of correcting the scrivener's error in omitting "LLC" in the May 11, 2006 deed.

E. On August 13, 2006, Architectural executed and delivered to Lender a Revolving Note in the amount of \$750,000.00 (the "**2006 Architectural Note**"), which increased and replaced the 2005 Architectural Revolving Note in its entirety. The 2006 Term Note has been paid in full. The 2006 Architectural Note evidences a revised loan in the amount of \$750,000.00 to Architectural ("**2006 Architectural Loan**") and is secured by the 2005 Architectural Security Documents and the following documents and items (collectively the "**2006 Architectural Security Documents**"):

1. a Mortgage, Security Agreement and Financing Statement executed by Grannen and covering Parcel No. 2, which was recorded with the Cook County Recorder of Deeds on August 22, 2006 as Document No. 0623440208, which secures the 2006 Architectural Note;
2. an Extension, Modification and Amendment covering Parcel No. 1, executed by Ouroboros and referencing the mortgage and assignment of rents described in Recitals C(2) and C(5), which secures the 2006 Architectural Note, and which was recorded with the Cook County Recorder of Deeds on August 22, 2006 as Document No. 0623440209;
3. a Continuing Guaranty Agreement executed by Grannen;
4. a Continuing Guaranty Agreement executed by Atrium;
5. a Continuing Guaranty Agreement executed by Atrium guarantying the repayment of the Ouroboros Note;
6. a Continuing Guaranty Agreement executed by ATF; and
7. a Continuing Guaranty Agreement executed by ATF guarantying the repayment of the Ouroboros Note.

F. On October 5, 2007, Ouroboros executed and delivered to Lender an Extension, Modification and Amendment referencing the mortgage and assignment of rents described in Recitals B(5) and C(2), which was recorded with the Cook County Recorder of Deeds on October 5, 2007 as Document No. 0727855103 and which covers Parcel No. 1 (the "**2007 Extension Agreement**"). Pursuant thereto, Architectural executed and delivered to Lender a Revolving Note in the amount of \$750,000.00 ("**Revised 2006 Architectural Note**"), which

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replaced the 2006 Architectural Note in its entirety and which evidences the 2006 Architectural Loan.

G. On October 13, 2009, Architectural executed and delivered to Lender a Term Note in the amount of \$750,000.00 (the "**Second Revised 2006 Architectural Note**"), which evidences the 2006 Architectural Loan and replaces the Revised 2006 Architectural Note in its entirety. The Second Revised 2006 Architectural Note converted the 2006 Architectural Loan from a revolving credit facility to a term credit facility.

H. Lender has also entered into an Automated Clearing House credit facility with Architectural for purposes of clearing credit transactions and with a risk limit up to the amount of \$50,000.00 (the "**ACH Credit Facility**"), which is evidenced by certain documents between Architectural and Lender.

I. The Ouroboros Note, Ouroboros Security Documents, the 2005 Architectural Notes, the 2005 Architectural Security Documents, the 2006 Architectural Note, the 2006 Architectural Security Documents, the Revised 2006 Architectural Note, the 2007 Extension Agreement, the Second Revised 2006 Architectural Note, and all other documents evidencing and securing credit facilities described herein, including the ACH Credit Facility (collectively the "**Loans**"), and all documents executed in connection therewith and including this Agreement and the documents described in Section 4 below, are collectively referred to herein as the "**Loan Documents**." The Ouroboros Note, 2005 Architectural Notes, 2006 Architectural Note, Revised 2006 Architectural Note, Second Revised 2006 Architectural Note, and Note A and Note B described in Section 4 below are sometimes collectively referred to as the "**Notes**."

J. Borrower Parties are in default of the Loans and the Loan Documents because as of December 31, 2009, the Fixed Charge Coverage Ratio (as defined in the Notes and in Section 6(c) hereof) of Architectural and Atrium on a combined basis was less than 1.2 to 1.0 (the "**Existing Default**"). The Existing Default continues to the date of this Agreement and remains uncured. As a result, Borrower Parties are and continue to be in default of their obligations to Lender under and relating to the Loan Documents. As a consequence of the Existing Default, and pursuant to the Loan Documents, Lender may accelerate the Loans.

K. As of April 30, 2010, the current outstanding balance of the Second Revised 2006 Architectural Note is \$708,000.00.

L. As of April 30, 2010, the current outstanding balance of the Ouroboros Note is \$2,355,844.59.

M. Borrower Parties have requested, notwithstanding the Existing Default, that Lender forbear from exercising its rights and remedies under the Loan Documents and modify the terms thereof, including but not limited to extending the maturity dates of the Notes until May 13, 2011. Lender is agreeable to these requests subject to the covenants, conditions, and restrictions contained herein, including but not limited to Borrower Parties' agreement to: (1) reaffirm Lender's security interests in the Collateral (as described herein), (2) cross-collateralize and cross-default the Notes and the Loan Documents described herein, and all other documents executed in connection herewith as described in Section 4 hereof, and (3) execute this

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Agreement, and such other provisions as are set forth hereinbelow.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Existing Default. Borrower Parties hereby acknowledge and agree that the Existing Default has occurred, has not been cured, and continues to exist as of the date hereof. The occurrence and continuing existence of the Existing Default authorizes Lender to exercise the rights and remedies provided for in the Loan Documents and under applicable law.
2. Cross-Collateralization of Loans. Borrower Parties hereby agree that the Loans evidenced by the Notes, and all indebtedness due under the Notes and the Loan Documents, are fully cross-collateralized, and all indebtedness due under any one or more of the Notes or the Loans, including Note A and Note B defined in Section 4 herein, is secured by all of the Loan Documents, the Real Estate, the Antique Inventory and the Business Assets, both as defined herein (collectively the "Collateral"). Lender may, in its sole and absolute discretion, elect to enforce such remedies as are available to it against the Collateral under the terms of any or all of the Loan Documents in repayment of any or all of the Notes. Borrower Parties hereby grant a security interest in, assign, mortgage and pledge to Lender each and every item of the Collateral as collateral security for the repayment of all of the Notes and the performance of the covenants and agreements under all of the Loan Documents.
3. Cross-Default of Loans. Borrower Parties herewith agree that any default or event of default (a "Default") that shall occur or that has occurred with respect to any of the Loans, or any of the Loan Documents, shall be considered a Default with respect to each and every one of the other Loans, and the other Loan Documents. The security interests, assignments, guaranties, mortgages and pledges described in the Loan Documents shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code as in effect from time to time, together with any and all other rights and remedies otherwise provided and available to Lender at law or in equity as of the date of this Agreement or the date of such a Default. Lender shall have the right to file, record or lodge with appropriate agencies of government or otherwise evidence of the security interests, assignments and pledges hereunder, including, without limitation, recording this Agreement in the real estate records of Cook County, Illinois, and Borrower Parties agree to promptly authorize the filing of such UCC financing statements and such other recordable or fileable documents and instruments from time to time as Lender shall require to evidence or perfect such security interest, assignments and pledges given hereunder.
4. Effectiveness of this Agreement. This Agreement shall be effective upon Lender's receipt of this Agreement executed by the Parties hereto and the following documents and items:
 - (a) a Promissory Note in the amount of \$708,000.00 executed by each of the entity Borrower Parties ("Note A"), which replaces the Second Revised 2006 Architectural Note in its entirety;

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- (b) a Promissory Note in the amount of \$2,355,844.59 executed by each of the entity Borrower Parties ("**Note B**"), which replaces the Ouroboros Note in its entirety;
- (c) a Revised and Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement executed by ATF and Ouroboros and covering both parcels of the Real Estate (the "**2010 Mortgage**");
- (d) a Guaranty of Notes, Mortgage, Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement and Other Undertakings executed by Grannen (the "**2010 Guaranty**");
- (e) an Environmental, ADA and ERISA Indemnification Agreement regarding the Real Estate executed by Borrower Parties;
- (f) a UCC Financing Statement covering the personal property located on the Real Estate;
- (g) a UCC Authorization executed by Borrower Parties;
- (h) a Pledge Agreement covering the antique inventory holdings of Grannen (collectively the "**Antique Inventory**") executed by Grannen;
- (i) a UCC Financing Statement covering the Antique Inventory;
- (j) a Pledge Agreement covering the business and operating assets, including accounts receivable and any Antique Inventory, of Architectural, and executed by Architectural;
- (k) a UCC Financing Statement covering the business and operating assets, including accounts receivable and any Antique Inventory, of Architectural;
- (l) a Pledge Agreement covering the business and operating assets and accounts receivable of Atrium, and executed by Atrium;
- (m) a UCC Financing Statement covering the business and operating assets and accounts receivable of Atrium (the assets described in Section 4(h) through this Section 4(m) are sometimes collectively referred to herein as the "**Business Assets**");
- (n) a General Release executed by Borrower Parties;
- (o) a loan title insurance policy insuring the 2010 Mortgage, with insurance in the amount of \$3,063,844.59, and with Comprehensive No. 1, P.I.N., Survey, Variable Rate, Zoning 3.1, Contiguity and Waiver of Arbitration Provisions endorsements;
- (p) Organizational Documents of Architectural as follows:
- (i) Corporate Resolution/Incumbency Certificate;
 - (ii) Certification of No Change to Organizational Documents; and

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- (iii) Evidence of Good Standing;
- (q) Organizational Documents of Atrium as follows:
 - (i) Borrowing Resolution/Incumbency Certificate;
 - (ii) Certification of No Change to Organizational Documents; and
 - (iii) Evidence of Good Standing;
- (r) Organizational Documents of Ouroboros as follows:
 - (i) Borrowing Resolution/Incumbency Certificate;
 - (ii) Certification of No Change to Organizational Documents; and
 - (iii) Evidence of Good Standing;
- (s) Organizational Documents of ATF as follows:
 - (i) Borrowing Resolution/Incumbency Certificate;
 - (ii) Certification of No Change to Organizational Documents; and
 - (iii) Evidence of Good Standing;
- (t) an Errors and Omissions/Compliance Agreement;
- (u) a Certification of No Property Manager for the Real Estate;
- (v) UCC, tax, litigation and judgment searches of each of Borrower Parties (as are requested by Lender);
- (w) Escrow Trust Instructions; and
- (x) such other documents and items as are requested by Lender and as set forth on that certain Checklist of Documents and Items delivered to Borrower Parties concurrently herewith, including payment of Lender's expenses.

5. Real Estate Tax Reserve. Lender has previously established a real estate tax escrow (the "Tax Escrow") for the payment of property taxes on the Real Estate, which Tax Escrow has a balance as of the date hereof in the amount of \$12,663.94. Borrower Parties will deposit with Lender, concurrently with the monthly payments described in Note A and Note B, the additional amount of \$8,500.00 per month to fund the Tax Escrow. Lender shall debit the Tax Escrow to pay the property taxes on the Real Estate to the extent of the Tax Escrow. Borrower Parties shall replenish the Tax Escrow from time to time and in such amounts as are requested by Lender, in Lender's sole and exclusive discretion. In the event the Tax Escrow is depleted and Lender does not require Borrower Parties to replenish the Tax Escrow, Borrower Parties shall pay all property taxes on the Real Estate from their own funds.

6. Financial and Performance Covenants. Borrower Parties hereby acknowledge and agree that the following covenants, along with any other financial or performance covenants set forth in the Loan Documents but not restated in their entirety herein, are applicable to the Loans:

- (a) Architectural is prohibited from: (i) issuing additional shares of its stock;
- (ii) declaring or paying dividends on its stock in excess of fifty percent (50%) of its net income;

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or (iii) making any payments to its shareholders or subsidiaries in excess of fifty percent (50%) of its net income, where a "subsidiary" means any entity that Architectural or Grannen directly or indirectly owns or controls. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

(b) Atrium is prohibited from: (i) issuing additional membership interests; (ii) declaring or paying dividends on its membership interests in excess of fifty percent (50%) of its net income; or (iii) making any payments to its members, managers or subsidiaries in excess of fifty percent (50%) of its net income. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

(c) Architectural and Atrium will maintain a combined Fixed Charge Coverage Ratio greater than or equal to 1.2 to 1.0, where "Fixed Charge Coverage Ratio" means the ratio of: (a) Architectural and Atrium's combined EBITDA (earnings before interest, taxes, depreciation and amortization) plus rent and operating leases, less distributions, dividends and capital expenditures (other than capital expenditures financed with the proceeds of purchase money indebtedness or capital leases) and other extraordinary items for the twelve (12) month period then ending, to (b) the consolidated sum of: (i) Architectural and Atrium's combined interest expenses, and (ii) all principal payments with respect to indebtedness that were paid or were due and payable by Architectural and Atrium during the period, plus rent and operating lease expense incurred and all cash taxes paid in the same such period. This covenant will be monitored on December 31 of each year.

The parties hereto hereby acknowledge and agree that the Existing Default remains uncured, and Lender reserves all of its rights and remedies in connection therewith as set forth in the Loan Documents.

7. Subordinated Debt. It is a condition of this Agreement that Grannen agrees that the Subordinated Debt, which is currently and reported to be in the amount of \$304,945.49, is fully subordinated to the Loans described herein. No principal or interest or any other amount may be paid on the Subordinated Debt during the term of the Loans as hereby revised.

8. Best Efforts to Liquidate Antique Inventory or Generate Funds to Repay the Loans. Grannen and Architectural hereby agree that they will make all commercially reasonable efforts to liquidate such Antique Inventory or otherwise generate funds during the term of the Loans to repay the Loans in full. Grannen will provide to Lender quarterly updates, beginning on June 30, 2010, setting forth Grannen and Architectural's efforts to liquidate the Antique Inventory or otherwise generate funds to repay the Loans in full prior to May 13, 2011.

9. Financial Reporting. Architectural and Atrium hereby acknowledge and agree that beginning on July 1, 2010, they are required to provide monthly consolidated financial statements to Lender, and any other such financial reporting information as is requested by Lender and set forth herein and in Note A and Note B, in Lender's sole discretion.

10. Environmental Remediation. Borrower Parties and Lender acknowledge and agree that there is an environmental remediation corrective action plan in place affecting the Real Estate, which has been consented to by the Illinois Environmental Protection Agency (the

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“IEPA”). Borrower Parties further covenant and agree that they will make their best efforts to obtain a No Further Remediation letter from the IEPA by January 31, 2011.

11. Amended Loan Documents; Notes. The Loan Documents are hereby modified and amended to secure Note A and Note B, which replace the Ouroboros Note and the Second Revised 2006 Architectural Note in their entirety. Note A and Note B are included in the definition of “Notes” as set forth in Recital I hereof. Note A and Note B shall be paid at the times and at the rates as set forth therein. Any and all references to the “Notes” in the Loan Documents are modified and amended to include Note A and Note B. All amounts presently outstanding on the Notes shall be deemed outstanding hereunder. All interest charged on and all payments made on the Notes previously are unchanged, and all references to the Notes in the Loan Documents are modified to refer to the Notes as hereby amended and replaced by Note A and Note B. All interest charged and all payments made on the Notes previously are unchanged.

12. Releases. As an inducement to Lender to enter in this Agreement, Borrower Parties hereby acknowledge and agree that:

(a) Lender has fully performed all of its obligations under the Loan Documents recited herein and otherwise between the parties hereto;

(b) Borrower Parties waive and affirmatively agree not to allege, assert or otherwise pursue any claim, defense, affirmative defense, counterclaim, cause of action, setoff or other right which they may have, or claim to have, as of the date hereof, against Lender, whether known or unknown, including, but not limited to, any contest of:

(i) the existence and materiality of the Existing Default stated herein;

(ii) the enforceability, applicability or validity of any provision of any of the Loan Documents, except as modified by this Agreement, or the enforcement or validity of the terms and provisions of this Agreement;

(iii) the right of Lender to demand immediate payment and performance of the obligations of Borrower Parties pursuant to any of the Loan Documents or this Agreement;

(iv) the existence, validity, enforceability or perfection of security interests granted to Lender in any of the collateral securing any of the obligations under the Loan Documents or this Agreement, whether real or personal property, tangible or intangible, or any right or other interest, now or hereafter arising;

(v) the conduct of Lender in administering the financial arrangements between Lender and Borrower Parties under any of the Loan Documents or this Agreement; and

(vi) any legal fees and expenses incurred by Lender and charged to Borrower Parties pursuant to this Agreement or any of the Loan Documents.

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13. Effective Date. This Agreement shall be effective upon Lender's receipt of this Agreement executed by the parties hereto and the documents and items required herein.
14. Modification; Priority. This Agreement shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Notes reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgages and other Loan Documents as revised by this Agreement, or the covenants, conditions and agreements therein contained or contained in the Notes.
15. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.
16. Representations and Warranties. Borrower Parties do hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.
17. Expenses. Borrower Parties hereby agree to pay Lender's expenses arising out of and in connection with this Agreement including, but not limited to, reasonable attorneys' fees, title insurance premiums and recording fees.
18. Guarantor Liability. Borrower Parties, in their capacities as guarantors of certain of the Loans, including Grannen as signatory of the 2010 Guaranty as described herein, hereby expressly acknowledge and confirm that by executing this Agreement, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of such parties and without such action releasing, modifying, or affecting the obligations of such parties or affecting the security heretofore granted to Lender. Borrower Parties, in their capacities as guarantors of certain of the Loans and including Grannen as signatory of the 2010 Guaranty, acknowledge and agree that each of such guaranties are hereby amended by the terms of this Agreement and remain in full force and effect and that the 2010 Guaranty is also in full force and effect and guaranties the full amount of the Notes and the Loans.
19. **JURY WAIVER**. **BORROWER PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, THIS AGREEMENT, THE LOAN DOCUMENTS, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND BORROWER PARTIES ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER PARTIES OR ANY OF THEM.**

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20. **JURISDICTION.** BORROWER PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWER PARTIES HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER PARTIES IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWER PARTIES AT THEIR ADDRESSES AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF LENDER. BORROWER PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER PARTIES AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER PARTIES OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

21. **U.S.A. Patriot Act.** Borrower Parties warrant to Lender that neither Borrower Parties nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower Parties covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Borrower Parties shall immediately notify Lender in writing of such information. Borrower Parties further agree that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an event of default (as described in the Loan Documents), and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation,

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order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("**Person**") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on May 13, 2010.

LENDER:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By: [Signature]
Its ASSISTANT VICE PRESIDENT

GRANNEN:

Stuart E. Grannen

BORROWERS:

Architectural Artifacts, Inc., an Illinois corporation

By: _____
Stuart E. Grannen, President

Attest: _____
Stuart E. Grannen, Secretary

Ouroboros, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

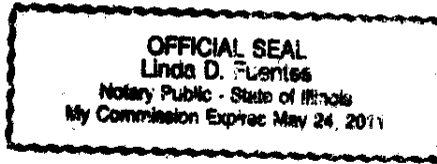
After The Fact, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

Atrium Events, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that DORINDA D. FROBES ASST. V.P. of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, 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 own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 9-13-, 2010.

Linda Fuentes
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stuart E. Grannen, individually and as President and Secretary of Architectural Artifacts, Inc., an Illinois corporation, and as Manager of Ouroboros, LLC, an Illinois limited liability company, After The Fact, LLC, an Illinois limited liability company, and Atrium Events, 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 own free and voluntary act and as the free and voluntary act of said corporation and limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2010.

Notary Public

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2010.

LENDER:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

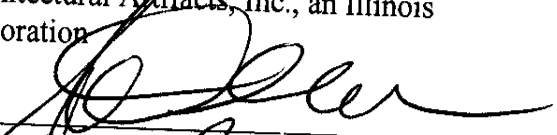
By: _____
Its _____

GRANNEN:

Stuart E. Grannen

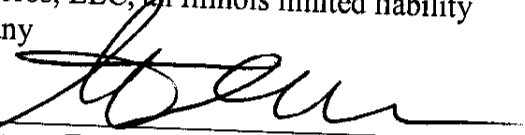
BORROWERS:

Architectural Artifacts, Inc., an Illinois corporation

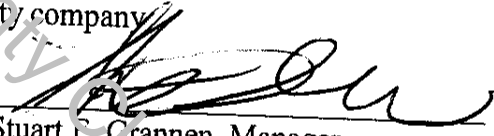
By: 
Stuart E. Grannen, President

Attest: 
Stuart E. Grannen, Secretary

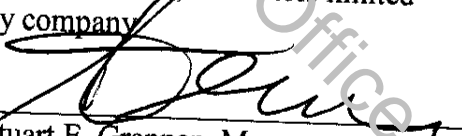
Ouroboros, LLC, an Illinois limited liability company

By: 
Stuart E. Grannen, Manager

After The Fact, LLC, an Illinois limited liability company

By: 
Stuart E. Grannen, Manager

Atrium Events, LLC, an Illinois limited liability company

By: 
Stuart E. Grannen, Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, _____ of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, 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 own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

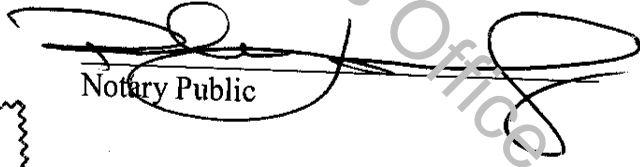
GIVEN under my hand and Notarial Seal _____, 2010.

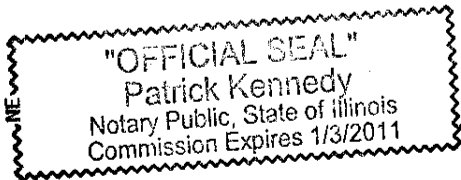
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stuart E. Grannen, individually and as President and Secretary of Architectural Artifacts, Inc., an Illinois corporation, and as Manager of Ouroboros, LLC, an Illinois limited liability company, After The Fact, LLC, an Illinois limited liability company, and Atrium Events, 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 own free and voluntary act and as the free and voluntary act of said corporation and limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 4 2010.


Notary Public



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EXHIBIT A LEGAL DESCRIPTION

PARCEL NO. 1:

LOTS 20 AND 21 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

COMMONLY KNOWN AS: 4343 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-002-0000

PARCEL NO. 2:

LOTS 18 AND 19 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

COMMONLY KNOWN AS: 4325 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-003-0000

Property of Cook County Clerk's Office

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GROUP EXHIBIT B
PROMISSORY NOTE
("Note A")

\$708,000.00

As of May 13, 2010

FOR VALUE RECEIVED the undersigned, Architectural Artifacts, Inc., an Illinois corporation, Ouroboros, LLC, an Illinois limited liability company, After The Fact, LLC, an Illinois limited liability company and Atrium Events, LLC, an Illinois limited liability company (collectively "**Borrowers**"), jointly and severally promise to pay to the order of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "**Holder**"), the principal sum of Seven Hundred Eight Thousand Dollars (\$708,000.00), or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note shall be adjusted from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On June 13, 2010, and continuing on the thirteenth day of each succeeding month to and including the Maturity Date (as hereafter defined), there shall be paid on account of this Note the amount of \$12,000.00 plus interest at the Prime Rate (as hereafter defined) announced and in effect from time to time at Fifth Third Bank plus three percent (3.0%) per annum, which amount will be applied first to interest at the Prime Rate plus three percent (3.0%) and the balance to principal, based on a year having three hundred sixty (360) days. The rate of interest shall change each time the prime rate is changed.

(b) On May 13, 2011 ("**Maturity Date**"), the outstanding principal balance of this Note together with all accrued interest and all other amounts due hereunder shall be paid.

The "**Prime Rate**" is the prime rate of interest established from time to time by Fifth Third Bank at its principal office as its "Prime Rate," whether or not Fifth Third Bank shall at times lend to borrowers at lower rates of interest or, if there is no such Prime Rate, than such other rate as may be substituted by Fifth Third Bank for the Prime Rate. Borrowers acknowledge that they are advised that said rate is not necessarily Bank's lowest or most favorable lending rate.

Interest shall be calculated on the basis of a year having three hundred sixty (360) days and paid based on the actual days outstanding. Borrowers acknowledge that the calculation method results in a higher effective interest rate than the numeric rate stated in subparagraph (a) above, and Borrowers agree to this calculation method.

This Note may be prepaid, in whole or in part, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

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Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Fifth Third Bank, 222 S. Riverside Plaza, 33rd Floor, Chicago, Illinois 60606.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promise to pay a late charge ("**Late Charge**") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note and a certain Promissory Note of even date between Borrowers and Bank in the amount of \$2,355,844.59 ("**Note B**") are executed pursuant to a Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement ("**Modification**") executed concurrently herewith. The Modification modifies certain credit facilities extended by Bank to Borrowers and Susan E. Grannen ("**Grannen**"), which are evidenced by certain promissory notes (collectively the "**Original Notes**") that are being revised and restated in their entirety by this Note and Note B. The Original Notes, this Note and Note B are secured by certain mortgages and security documents described in the Modification, which are being revised and restated concurrently herewith by a Revised and Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing (the "**Revised Mortgage**") executed by certain of Borrowers. The Original Notes, collectively with the Modification, the Revised Mortgage and all other documents of a security, evidentiary and collateral nature described in the Modification and executed in connection with the Original Notes, the Modification and this Note are collectively referred to herein as the "**Loan and Security Documents.**" Amounts outstanding pursuant to the Original Notes shall be outstanding under this Note and Note B. All interest rates applicable to and charged on the Original Notes and all payments made on the Original Notes are unchanged. Pursuant to the Modification, the Loan and Security Documents are modified to secure this Note and Note B.

Borrowers hereby acknowledge and agree that the following covenants, along with any other financial or performance covenants set forth in the Loan and Security Documents but not restated in their entirety herein, are applicable to the credit facilities evidenced hereby and by Note B:

(a) Architectural Artifacts, Inc. is prohibited from: (i) issuing additional shares of its stock; (ii) declaring or paying dividends on its stock in excess of fifty percent (50%) of its net income; or (iii) making any payments to its shareholders or subsidiaries in excess of fifty percent (50%) of its net income, where a "subsidiary" means any entity that Architectural Artifacts, Inc. or Grannen directly or indirectly owns or controls. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

(b) Atrium Events, LLC is prohibited from: (i) issuing additional membership interests; (ii) declaring or paying dividends on its membership interests in excess of fifty percent (50%) of its net income; or (iii) making any payments to its members, managers or subsidiaries in excess of fifty percent (50%) of its net income. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

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(c) Architectural Artifacts, Inc. and Atrium Events, LLC will maintain a combined Fixed Charge Coverage Ratio greater than or equal to 1.2 to 1.0, where "Fixed Charge Coverage Ratio" means the ratio of: (a) Architectural Artifacts, Inc. and Atrium Events, LLC's combined EBITDA (earnings before interest, taxes, depreciation and amortization) plus rent and operating leases, less distributions, dividends and capital expenditures (other than capital expenditures financed with the proceeds of purchase money indebtedness or capital leases) and other extraordinary items for the twelve (12) month period then ending, to (b) the consolidated sum of: (i) Architectural Artifacts, Inc. and Atrium Events LLC's combined interest expenses, and (ii) all principal payments with respect to indebtedness that were paid or were due and payable by Architectural Artifacts, Inc. and Atrium Events LLC during the period, plus rent and operating lease expense incurred and all cash taxes paid in the same such period. This covenant will be monitored on December 31 of each year.

Borrowers covenant and agree that they will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the real estate secured by the Revised Mortgage and the business and business assets of Borrowers as described in the Modification, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Bank and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

- (a) in accordance with Generally Accepted Accounting Principles consistently applied; or
- (b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

Borrowers covenant and agree to furnish or cause to be furnished to Bank annually, within one hundred twenty (120) days of the end of each fiscal year of Borrowers, such reports satisfactory to Bank, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Borrowers shall certify that each such report presents fairly Borrowers' financial positions. Borrowers also covenant and agree to furnish or cause to be furnished to Bank annually on or before April 30th of each year (or within fifteen (15) days after filing their return in any year in which any of Borrowers elects an extension, but in no event later than October 31) copies of Borrowers' federal income tax filings, and to deliver to Bank all other financial reports and statements, at the times and in the manner set forth in the Modification.

If Borrowers omit to prepare and deliver promptly any report required herein, Bank may elect, in addition to exercising any remedy for an Event of Default as provided for in this Note or in the Loan and Security Documents, to make an audit of all books and records of Borrowers, including their bank accounts, which in any way pertain to the real estate described in the Revised Mortgage and to prepare the statement or statements which Borrowers failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by Bank. Borrowers shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional

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indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth herein.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "**Event of Default**" under the Loan and Security Documents.

Under the provisions of the Loan and Security Documents the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Loan and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "**Default Rate**") determined by adding five (5.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Bank or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a waiver of any right of acceleration or any other right which Bank may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrowers, endorser or guarantor of this Note, and Borrowers and each endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and

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interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by escrowees to Borrowers.

BORROWERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE ORIGINAL NOTES, NOTE B, OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE LOAN AND SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH HOLDER AND BORROWERS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS, OR ANY OF THEM.

BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWERS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH BORROWERS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF HOLDER. BORROWERS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST HOLDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF HOLDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

Borrowers warrant to Holder that neither Borrowers nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224

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issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers covenant to Holder that if they become aware that they or any affiliate is identified on any Blocked Persons List, Borrowers shall immediately notify Holder in writing of such information. Borrowers further agrees that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, the Holder may immediately contact the Office of Foreign Assets Control and any other government agency the Holder deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Holder will forbear enforcement of its rights and remedies during such time as (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List and (2) the Holder determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Holder and encumbering, any part of the Premises (as defined in the Revised Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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Time is of the essence of this Note and each provision hereof.

Architectural Artifacts, Inc., an Illinois corporation

By: _____
Stuart E. Grannen, President

Attest: _____
Stuart E. Grannen, Secretary

Ouroboros, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

After The Fact, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

Atrium Events, LLC, an Illinois limited liability company

By: _____
Stuart E. Grannen, Manager

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROMISSORY NOTE

("Note B")

\$2,355,844.59

As of May 13, 2010

FOR VALUE RECEIVED the undersigned, Architectural Artifacts, Inc., an Illinois corporation, Ouroboros, LLC, an Illinois limited liability company, After The Fact, LLC, an Illinois limited liability company and Atrium Events, LLC, an Illinois limited liability company (collectively "**Borrowers**"), jointly and severally promise to pay to the order of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "**Holder**"), the principal sum of Two Million Three Hundred Fifty-Five Thousand Eight Hundred Forty-Four and 59/100 Dollars (\$2,355,844.59), or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) On June 13, 2010, and continuing on the thirteenth day of each succeeding month to and including the Maturity Date (as hereafter defined), there shall be paid on account of this Note the amount of \$21,585.39, which amount will be applied first to interest at the rate of seven and thirty-one hundredths percent (7.31%) and the balance to principal, based on a year having three hundred sixty (360) days.

(b) On May 13, 2011 ("**Maturity Date**"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

Interest shall be calculated on the basis of a year having three hundred sixty (360) days and paid based on the actual days outstanding. Borrowers acknowledge that the calculation method results in a higher effective interest rate than the numeric rate stated in subparagraph (a) above, and Borrowers agree to this calculation method.

This Note may be prepaid, in whole or in part, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Fifth Third Bank, 222 S. Riverside Plaza, 33rd Floor, Chicago, Illinois 60606.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promise to pay a late charge ("**Late Charge**") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note and a certain Promissory Note of even date between Borrowers and Bank in the amount of \$708,000.00 ("**Note A**") are executed pursuant to a Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement ("**Modification**") executed

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concurrently herewith. The Modification modifies certain credit facilities extended by Bank to Borrowers and Stuart E. Grannen (“**Grannen**”), which are evidenced by certain promissory notes (collectively the “**Original Notes**”) that are being revised and restated in their entirety by this Note and Note A. The Original Notes, this Note and Note A are secured by certain mortgages and security documents described in the Modification, which are being revised and restated concurrently herewith by a Revised and Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing (the “**Revised Mortgage**”) executed by certain of Borrowers. The Original Notes, collectively with the Modification, the Revised Mortgage and all other documents of a security, evidentiary and collateral nature described in the Modification and executed in connection with the Original Notes, the Modification and this Note are collectively referred to herein as the “**Loan and Security Documents.**” Amounts outstanding pursuant to the Original Notes shall be outstanding under this Note and Note A. All interest rates applicable to and charged on the Original Notes and all payments made on the Original Notes are unchanged. Pursuant to the Modification, the Loan and Security Documents are modified to secure this Note and Note A.

Borrowers hereby acknowledge and agree that the following covenants, along with any other financial or performance covenants set forth in the Loan and Security Documents but not restated in their entirety herein, are applicable to the credit facilities evidenced hereby and by Note A:

(a) Architectural Artifacts, Inc. is prohibited from: (i) issuing additional shares of its stock; (ii) declaring or paying dividends on its stock in excess of fifty percent (50%) of its net income; or (iii) making any payments to its shareholders or subsidiaries in excess of fifty percent (50%) of its net income, where a “subsidiary” means any entity that Architectural Artifacts, Inc. or Grannen directly or indirectly owns or controls. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

(b) Atrium Events, LLC is prohibited from: (i) issuing additional membership interests; (ii) declaring or paying dividends on its membership interests in excess of fifty percent (50%) of its net income; or (iii) making any payments to its members, managers or subsidiaries in excess of fifty percent (50%) of its net income. This covenant will be monitored on a quarterly basis, beginning June 30, 2010.

(c) Architectural Artifacts, Inc. and Atrium Events, LLC will maintain a combined Fixed Charge Coverage Ratio greater than or equal to 1.2 to 1.0, where “Fixed Charge Coverage Ratio” means the ratio of: (a) Architectural Artifacts, Inc. and Atrium Events, LLC’s combined EBITDA (earnings before interest, taxes, depreciation and amortization) plus rent and operating leases, less distributions, dividends and capital expenditures (other than capital expenditures financed with the proceeds of purchase money indebtedness or capital leases) and other extraordinary items for the twelve (12) month period then ending, to (b) the consolidated sum of: (i) Architectural Artifacts, Inc. and Atrium Events LLC’s combined interest expenses, and (ii) all principal payments with respect to indebtedness that were paid or were due and payable by Architectural Artifacts, Inc. and Atrium Events LLC during the period, plus rent and operating lease expense incurred and all cash taxes paid in the same such period. This covenant will be monitored on December 31 of each year.

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Borrowers covenant and agree that they will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the real estate secured by the Revised Mortgage and the business and business assets of Borrowers as described in the Modification, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Bank and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

- (a) in accordance with Generally Accepted Accounting Principles consistently applied; or
- (b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

Borrowers covenant and agree to furnish or cause to be furnished to Bank annually, within one hundred twenty (120) days of the end of each fiscal year of Borrowers, such report satisfactory to Bank, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Borrowers shall certify that each such report presents fairly Borrowers' financial positions. Borrowers also covenant and agree to furnish or cause to be furnished to Bank annually on or before April 30th of each year (or within fifteen (15) days after filing their return in any year in which any of Borrowers elects an extension, but in no event later than October 31) copies of Borrowers' federal income tax filings, and to deliver to Bank all other financial reports and statements, at the times and in the manner set forth in the Modification.

If Borrowers omit to prepare and deliver promptly any report required herein, Bank may elect, in addition to exercising any remedy for an Event of Default as provided for in this Note or in the Loan and Security Documents, to make an audit of all books and records of Borrowers, including their bank accounts, which in any way pertain to the real estate described in the Revised Mortgage and to prepare the statement or statements which Borrowers failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by Bank. Borrowers shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth herein.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of principal or interest when due in accordance with the terms hereof or upon the occurrence of any "**Event of Default**" under the Loan and Security Documents.

Under the provisions of the Loan and Security Documents the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Loan and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

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The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "**Default Rate**") determined by adding five (5.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Bank or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a waiver of any right of acceleration or any other right which Bank may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrowers, endorser or guarantor of this Note, and Borrowers and each endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by escrowees to Borrowers.

BORROWERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE ORIGINAL NOTES, NOTE A, OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE LOAN AND SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH HOLDER AND BORROWERS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS, OR ANY OF THEM.

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BORROWERS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWERS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH BORROWERS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF HOLDER. BORROWERS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST HOLDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF HOLDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

Borrowers warrant to Holder that neither Borrower nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers covenant to Holder that if they become aware that they or any affiliate is identified on any Blocked Persons List, Borrowers shall immediately notify Holder in writing of such information. Borrowers further agrees that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, the Holder may immediately contact the Office of Foreign Assets Control and any other government agency the Holder deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Holder will forbear enforcement of its rights and remedies during such time as (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List and (2) the Holder determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Holder and encumbering, any part of the Premises (as defined in

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the Revised Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Time is of the essence of this Note and each provision hereof.

Architectural Artifacts, Inc., an Illinois corporation

By: [Signature]
Stuart E. Grannen, President

Attest: [Signature]
Stuart E. Grannen, Secretary

Ouroboros, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

After The Fact, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

Atrium Events, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

Property of Cook County Clerk's Office