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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Malecki, Tasch & Burns LLC
903 Commerce Drive, Suite 160
Oak Brook, Illinois 60523

Attn: Deborah L. Bilotti, Esq.

Stewart Title NTS - Chicago
10 S. Riverside Plaza, Suite 1400
Chicago, IL 60608
PH: 312-841-1000
File No: 15200031157



Doc#: 1319116021 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/10/2013 11:31 AM Pg: 1 of 16

This space reserved for Recorder's use only

NINTH MODIFICATION AGREEMENT

This Ninth Modification Agreement ("Agreement") is made as of July 1, 2013 (the "Effective Date"), by PFC Venture II, L.L.C., an Illinois limited liability company ("Borrower"), George J. Cibula, Jr., an individual ("Guarantor") and Bank of America, N.A., a national banking association as successor by merger to LaSalle Bank National Association ("Lender").

Factual Background

WHEREAS, Lender is the owner and holder of that certain Mortgage Note dated July 15, 1999 executed and delivered by the Borrower and payable to the Lender in the original principal amount of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), as substituted, renewed, amended and replaced with that certain First Renewal Mortgage Note dated September 1, 2006 executed and delivered by Borrower and payable to the Lender in the principal amount of Seven Hundred Thousand Dollars (\$700,000) (as further renewed, extended, replaced, supplemented, amended, restated or otherwise modified from time to time, the "Note"), which Note evidences the Borrower's obligations to the Lender in connection with a loan in the original principal amount of \$1,825,000 (the "Loan");

WHEREAS, pursuant to the terms of the Note, as amended, the Loan matured on July 1, 2013;

WHEREAS, the Borrower's obligations under the Note are secured by, among other things, that certain Mortgage dated July 15, 1999 from the Borrower to Lender, recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 99689180 (as amended, supplemented, replaced, restated, renewed, extended or otherwise modified from time to time, the "Mortgage"), covering certain real property and improvements thereon, more particularly described therein (the "Property");

WHEREAS, the Borrower's obligations under the Note and other Loan Documents (hereinafter defined) are guaranteed by the Guarantor pursuant to that certain Guaranty dated July 15, 1999 (whether one or more, and as amended, extended, replaced, supplemented, restated, renewed or otherwise modified from time to time, the "Guaranty");

WHEREAS, the terms of the Loan were amended by, among other documents, that certain Eighth Modification Agreement dated as of July 1, 2012 by and between the Borrower, Guarantor, and Lender, and recorded with the Recorder on August 2, 2012 as Document No. 1221513051;

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WHEREAS, the Borrower's obligations under the Note and the other Loan Documents are hereinafter collectively referred to as the "Obligations"; the Note, the Mortgage, the Guaranty, this Agreement, and all other documents previously, now or hereafter executed and delivered to evidence, secure, guarantee, or in connection with, the Loan, as the same may from time to time be renewed, extended, replaced, amended, supplemented, restated or otherwise modified, are hereinafter collectively referred to as the "Loan Documents"; and all liens, security interests, assignments, superior titles, rights, remedies, powers, equities and priorities securing the Note or providing recourse to Lender with respect thereto are hereinafter collectively called the "Liens"; and

WHEREAS, Borrower and Lender now wish to, among other things, extend the Maturity Date of the Loan, as set forth below. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Loan Documents.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, Guarantor, and the Lender now agree as follows.

1. Modification of Loan Documents. The Loan Documents are hereby amended as follows:
 - (a) Extended Maturity Date. The Maturity Date of the Loan is extended to September 1, 2013. All sums owing on the Loan, including all outstanding principal, accrued and unpaid interest, outstanding late charges, unpaid fees, and all other amounts outstanding under the Note and the other Loan Documents, shall be due and payable no later than this extended Maturity Date.
 - (b) Loan Amount. As of June 24, 2013, the amount of the Loan is hereby confirmed to be Five Hundred Fifty-Four Thousand Nine Hundred Sixty-Five and 00/100 Dollars (\$554,965.00).
 - (c) LIBOR Daily Floating Rate. Commencing as of the Effective Date, the unpaid principal balance of the Note from day to day outstanding, which is not past due, shall bear interest at a fluctuating rate of interest per annum equal to the LIBOR Daily Floating Rate for that day plus four hundred (400) basis points per annum (the "Floating Rate"). The "LIBOR Daily Floating Rate" shall mean a fluctuating rate of interest per annum equal to (i) the British Bankers Association LIBOR Rate or the successor thereto if the British Bankers Association is no longer making a LIBOR rate available ("LIBOR"), as published by Reuters (or other commercially available source providing quotations of LIBOR as selected by Lender from time to time) at approximately 11:00 a.m. London time determined two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits being delivered in the London interbank Eurodollar market for a term of one (1) month commencing that day, or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by Lender to the rate at which deposits in U.S. Dollars for delivery on the date of determination in same day funds in the approximate outstanding amount of the Loan and with a term equal to one (1) month would be offered by Bank of America, N.A.'s London Branch to major banks in the London interbank eurodollar market at their request

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at the date and time of determination. “London Banking Day” means any day on which dealings in U.S. Dollar deposits are conducted by and between banks in the London interbank eurodollar market. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.

- (d) Illegality. If Lender determines that for any reason, any Law has made it unlawful, or that any Governmental Authority (as defined herein) has asserted that it is unlawful, for Lender to make, maintain or fund loans whose interest is determined by reference to the LIBOR Daily Floating Rate, or to determine or charge interest rates based upon the LIBOR Daily Floating Rate, or any Governmental Authority has imposed material restrictions on the authority of Lender to purchase or sell, or to take deposits of, U.S. Dollars in the London interbank eurodollar market, then, on notice thereof by Lender to Borrower, any obligation of Lender to provide the Floating Rate shall be suspended, until Lender notifies Borrower that the circumstances giving rise to such determination no longer exist. During the period of any such suspension, the unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at a fluctuating rate of interest per annum equal to the Alternative Rate for that day plus three hundred (300) basis points per annum.

“Alternative Rate” means, for any day, a fluctuating rate per annum equal to the higher of (i) the Federal Funds Rate plus fifty (50) basis points, and (ii) the rate of interest in effect for such day as publicly announced from time to time by Lender as its “Prime Rate.”

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%, charged to Bank of America, N.A. on such day on such transactions as determined by Lender.

The “Prime Rate” is a rate set by Lender based upon various factors including Lender’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such Prime Rate announced by Lender shall take effect at the opening of business on the day specified in the public announcement of such change.

- (e) Inability to Determine Rate. If Lender determines that for any reason, (i) U.S. Dollar deposits are not being offered to banks in the London interbank eurodollar market in the outstanding amount of the Loan for terms equal to one (1) month, (ii) adequate and reasonable means do not exist for determining the LIBOR Daily Floating Rate with respect to the Loan, or (iii) the Floating Rate does not adequately and fairly reflect the cost to Lender of funding the Loan, Lender will

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promptly so notify Borrower. Thereafter, the obligation of Lender to provide the Floating Rate shall be suspended until Lender revokes such notice. During the period of any such suspension, the unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at a fluctuating rate of interest per annum equal to the Alternative Rate for that day plus three hundred (300) basis points per annum.

- (f) Interest Payments. Interest on the outstanding principal balance of the Loan shall accrue from the first (1st) day of each month, and be payable by Borrower at the rate(s) and in accordance with the terms set forth herein, in arrears on the tenth (10th) day of each month until the Loan is repaid in full.
- (g) Principal Payments. In addition to payments of interest, principal payments shall continue to be made by Borrower on the tenth (10th) day of each month, in the amount of Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,750.00) each, until the Loan is paid in full.
- (h) Prepayment. Borrower may prepay the principal balance of the Note, in full at any time, without fee, premium or penalty, (including the Prepayment Fee contained in the Note) provided that: (i) Lender shall have actually received from Borrower prior written notice of (A) Borrower's intent to prepay, (B) the amount of principal which will be prepaid (the "Prepaid Principal"), and (C) the date on which the prepayment will be made; and (ii) each prepayment shall be in the amount of 100% of the Prepaid Principal, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have become due to Lender under the Loan Documents on or before the date of prepayment but have not been paid. If the Note is prepaid in full, any commitment of Lender for further advances shall automatically terminate.
- (i) Default Rate. After the occurrence and during the continuance of an Event of Default (including the expiration of any applicable cure period), the Lender, in the Lender's sole discretion and without notice or demand, may raise the rate of interest accruing on the outstanding principal balance of the Note by three hundred (300) basis points above the rate of interest otherwise applicable ("Default Rate"), independent of whether the Lender elects to accelerate the outstanding principal balance of the Note.
- (j) Late Charges. If Borrower shall fail to make any payment under the terms of the Note (other than the payment due at maturity) and/or any other Loan Document, including, without limitation, this Agreement, within fifteen (15) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to four percent (4%) of the amount of such payment. Such fifteen (15) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that Lender may be entitled to receive or action that Lender may be authorized to take as a result of such late payment; provided that this charge replaces the existing late charge contained in the Note.

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- (k) Secured Obligations. The Mortgage shall continue to secure payment and performance by Borrower of all obligations under the Note, this Agreement, the Loan Agreement and the other Loan Documents, in addition to all other Obligations. Notwithstanding the foregoing, certain obligations continue to be excluded from the secured Obligations, as provided in the Mortgage.

2. Conditions Precedent. This Agreement shall become effective as of the Effective Date, so long as all of the following conditions precedent have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole and absolute judgment:

- (a) Lender shall have received fully executed and, where appropriate, acknowledged originals of this Agreement and any other documents which Lender may require or request in accordance with this Agreement or the other Loan Documents.
- (b) Lender shall have received a nonrefundable extension fee in the amount of Five Hundred and 00/100 Dollars (\$500.00) in immediately available funds.
- (c) Borrower shall, at its sole cost and expense, cause Stewart Title Guaranty Company to issue an endorsement to Lender's Title Insurance Policy No. M9994-3144478 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, 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.
- (d) Lender shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, charges for title insurance (including endorsements), recording, filing and escrow charges, fees for appraisal, architectural and engineering review, construction services and environmental services, mortgage taxes, and legal fees and expenses of Lender's counsel, including the allocated costs for services of in-house counsel. Such costs and expenses may include the allocated costs for services of Lender's in-house appraisal and/or environmental services staffs. No limitation shall apply to Borrower's obligations to pay any other costs and expenses of Lender, whenever incurred, or to pay any other legal fees which Lender may incur after this Agreement is executed. Borrower acknowledges that the extension fee payable in connection with this transaction does not include the amount payable by Borrower under this subsection.

3. Borrower's Representations and Warranties. Borrower hereby unconditionally ratifies and confirms, renews and reaffirms to Lender all of the representations and warranties set forth in the Loan Documents and further represents and warrants that: (a) the recitals set forth above in the Factual Background are true, accurate and correct; (b) Borrower is the sole legal and beneficial owner of the Property; (c) the execution and delivery of this Agreement do not contravene, result in a breach of, or constitute a default under, any mortgage, deed of trust or similar security instrument, loan agreement, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule, regulation or restriction to

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which Borrower or the Property is subject; (d) this Agreement constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms; (e) the execution and delivery of, and performance under, this Agreement are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action, and is not in contravention of any law, or of Borrower's Articles of Organization or operating agreement, or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (f) there exists no default under the Note or any other Loan Document; other than failure to pay at the original maturity date; and (g) there are no offsets, claims, counterclaims, cross-claims or defenses with respect to the Loan. Borrower further represents and warrants that, except as previously disclosed in writing to Lender, there is no suit, judicial or administrative action, claim, investigation, inquiry, proceeding or demand pending (or, to Borrower's knowledge, threatened) (i) against Borrower, Guarantor, or any other person liable directly or indirectly for the Loan, or (ii) which affects the Property or Borrower's title to the Property, or (iii) which affects the validity, enforceability or priority of any of the Loan Documents.

4. Borrowing Entity. Borrower is a limited liability company, incorporated or organized under the laws of the State of Illinois. Borrower is and will continue to be (a) duly organized, validly existing and in good standing under the laws of its state of organization, (b) authorized to do business and in good standing in each state in which the Property is located, and (c) possessed of all requisite power and authority to carry on its business and to own and operate the Property. There have been no changes in the organization, composition, ownership structure or formation documents of Borrower since the inception of the Loan. Borrower will not cause or permit any change to be made in its name, identity (including its trade name or names), or corporate, partnership or limited liability structure unless Borrower shall have notified Lender in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Lender for the purpose of further perfecting or protecting the lien and security interest of Lender in the Property. In addition, Borrower shall not change its corporate, partnership or limited liability structure without first obtaining the prior written consent of Lender. Borrower's principal place of business and chief executive office, and the place where Borrower keeps its books and records, including recorded data of any kind or nature, regardless of the medium of recording, including software, writings, plans, specifications and schematics concerning the Property, will continue to be Elmhurst, Illinois unless Borrower notifies Lender of any change in writing at least thirty (30) days prior to the date of such change. Borrower's organizational identification number, if any, assigned by the state of incorporation or organization is 00298735. Borrower shall promptly notify Lender of any change in its organizational identification number. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender of such organizational identification number. Borrower's exact legal name is set forth in the first paragraph of this Agreement.

5. Reaffirmation; No Impairment; No Novation. Borrower hereby unconditionally ratifies and confirms, renews and reaffirms to Lender all of its obligations under the Note, Loan Agreement, Mortgage and other Loan Documents and Borrower acknowledges and agrees that such obligations remain in full force and effect, binding and enforceable against it in accordance with the terms and conditions of the Loan Documents, as expressly modified by this Agreement, without impairment and Borrower remains unconditionally liable to Lender in accordance with the terms, covenants and conditions of the Note, Mortgage and other Loan Documents. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect. This Agreement shall

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not be construed as a substitution or novation of the indebtedness evidenced by the Note, which shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage, which shall remain one mortgage with one power of sale, creating a first lien encumbering the Property.

6. Increased Costs. If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, Lender (which shall include, for purposes of this Section, any corporation Controlling Lender) (excluding any reserve requirement already reflected in the calculation of the interest rate in the Note);
- (b) subject Lender to any taxes (other than taxes imposed on or measured by net income, however denominated, franchise taxes or branch profit taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or
- (c) impose on Lender or the London interbank eurodollar market any other condition, cost or expense affecting the Note or any outstanding amount of the Loan;

and the result of any of the foregoing shall be to increase the cost to Lender, of providing, continuing or maintaining the Loan, or to reduce the amount of any sum received or receivable by Lender hereunder (whether of principal, interest or any other amount) then, upon request of Lender, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such additional costs incurred or reduction suffered. Such additional costs and/or reduction shall be allocated to the Note or any outstanding amount of the Loan as determined by Lender, using any reasonable method. No failure by Lender to immediately demand payment of any amounts hereunder shall constitute a waiver of Lender's right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or shall operate to require Borrower to pay any interest, fees, costs or charges greater than is permitted by applicable Law.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or the making or issuance of any request, rule, guideline, or directive (whether or not having the force of Law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and (y) all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority), or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, or issued.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

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legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Law” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

7. Capital Requirements. If Lender (which shall include, for purposes of this Section, any corporation controlling Lender) determines that any Change in Law affecting Lender, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on Lender’s capital, as allocated to the Note or the Loan, or to Lender’s commitments under the Note or the Loan, to a level below that which Lender could have achieved but for such Change in Law (taking into consideration Lender’s policies with respect to capital adequacy), then from time to time Borrower will pay to Lender, within ten (10) days after request by Lender, such additional amount or amounts as will compensate Lender for any such reduction suffered. The allocation shall be made as determined by Lender, using any reasonable method. No failure by Lender to immediately demand payment of any amounts hereunder shall constitute a waiver of Lender’s right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or shall operate to require Borrower to pay any interest, fees, costs or charges greater than is permitted by applicable Law.

8. Course of Dealing. The Lender, Borrower and Guarantor hereby acknowledge and agree that at no time shall any prior or subsequent course of conduct by Borrower or Lender directly or indirectly limit, impair or otherwise adversely affect any of Lender’s rights, interests or remedies in connection with the Loan and the Loan Documents or obligate Lender to agree to, or to negotiate or consider an agreement to, any waiver of any obligation or default by Borrower under any Loan Document or any amendment to any term or condition of any Loan Document.

9. Integration. The Loan Documents, including this Agreement: (a) integrate all the terms, provisions, covenants and conditions mentioned in or incidental to the Loan Documents; (b) supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the parties as the final expression of the agreement with respect to the terms, provisions, covenants and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, provisions, covenants and conditions of this Agreement and those of any other agreement or instrument, including any of the other Loan Documents, the terms, provisions, covenants and conditions of this Agreement shall prevail. This Agreement may not be modified, amended, waived, changed or terminated orally, but only by an agreement signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

10. Reaffirmation of Guaranty. Each Guarantor, by signature below as such, for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby consents to and joins in this Agreement and hereby unconditionally ratifies and confirms to Lender that all of the terms, covenants, indemnifications, guarantees and provisions of the Guaranty and any other Loan Document that Guarantor is a party to is and shall remain in full

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force and effect, without change, except as otherwise expressly and specifically modified by this Agreement, for the benefit of Lender. Each Guarantor acknowledges and agrees that there are no offsets, claims, counterclaims, cross-claims or defenses of the Guarantor with respect to the Guaranty and any other Loan Document that Guarantor is a party to nor, to Guarantor's knowledge, with respect to the Obligations, that the Guaranty and any other Loan Document that Guarantor is a party to is not released, diminished or impaired in any way by this Agreement or the transactions contemplated hereby, and that the Guaranty and any other Loan Document that Guarantor is a party to is hereby ratified and confirmed in all respects. Each Guarantor hereby unconditionally ratifies and confirms, renews and reaffirms all of the representations and warranties set forth in the Guaranty and any other Loan Document that Guarantor is a party to. Each Guarantor acknowledges that without this consent and reaffirmation, the Lender would not execute this Agreement or otherwise consent to its terms. Each Guarantor represents, warrants and covenants that it has the full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on its part to be observed and performed. Guarantor acknowledges and agrees that nothing contained herein shall be construed to relieve Guarantor from its obligations under the Guaranty and any other Loan Document to which it is a party.

11. Release of Claims. The Borrower and the Guarantor, for themselves and for each of their respective heirs, personal representatives, successors and assigns, hereby release and waive all claims and/or defenses they now or hereafter may have against the Lender and its successors and assigns on account of any occurrence relating to the Loan, the Loan Documents and/or the Property which accrued prior to the date hereof. This release and waiver shall be effective as of the date of this Agreement and shall be binding upon the Borrower and the Guarantor and each of their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. The term "Lender" as used herein shall include, but shall not be limited to, its present and former officers, directors, employees, agents and attorneys.

12. USA Patriot Act Notice. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.


13. Miscellaneous. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents. This Agreement shall be governed by the laws of the State of Illinois, without regard to the choice of law rules of that State. As used herein, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." This Agreement shall form a part of each Loan Document and all references to a given Loan Document shall mean that document as hereby modified, if applicable. This Agreement shall be binding upon and inure to the benefit of Borrower, Guarantor, Lender and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

BORROWER:

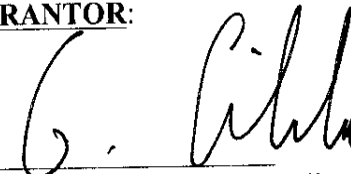
PFC Venture II, L.L.C., an Illinois limited liability company

By: 

Name: George J. Cibula, Jr.

Title: Manager

GUARANTOR:


George J. Cibula, Jr., individually

LENDER:

BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association

By: _____

Name: Alan J. Munson

Title: Senior Vice-President

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

BORROWER:

PFC Venture II, L.L.C., an Illinois limited liability company

By: _____

Name: George J. Cibula, Jr.

Title: Manager

GUARANTOR:

George J. Cibula, Jr., individually

LENDER:

BANK OF AMERICA, N.A., successor by merger to LaSalle Bank National Association

By: Alan J. Munson

Name: Alan J. Munson

Title: Senior Vice-President

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STATE OF ILLINOIS)
 DePage).ss
COUNTY OF ~~COOK~~)

I *Cathy Nickerson*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Cibula, Jr., both as Manager of PFC Venture II, L.L.C., an Illinois limited liability company, and individually, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *15* day of July, 2013.

Cathy Nickerson
Notary Public

My Commission Expires: *5-12-15*



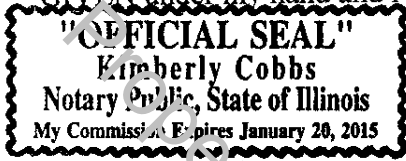
Property
Cook County Clerk's Office

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Kimberly Cobbs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan J. Munson, Senior Vice-President of Bank of America, N.A., as successor by merger to LaSalle Bank National Association, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of July, 2013.



Kimberly Cobbs
Notary Public

My Commission Expires January 20, 2015

Office of Cook County Clerk's Office

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EXHIBIT A – LEGAL DESCRIPTION

(1025 LUNT)

LOTS 8 AND 9 IN BLOCK 7 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 39, BEING A SUBDIVISION OF THAT PART OF THE NORTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1025 LUNT AVENUE, SCHAU MBURG, ILLINOIS

PIN: 07-33-102-019-0000; 07-33-102-018-0000

(106-712 MORSE)

LOT 35 IN BLOCK 3 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 116, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 13, 1974 AS DOCUMENT NUMBER LR 2783019, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 706-712 MORSE AVENUE, SCHAU MBURG, ILLINOIS

PIN: 07-33-202-064-0000

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Federal law requires Bank of America, N.A. (the "Bank") to provide the following two notices. The notices are not part of the foregoing agreement or instrument and may not be altered. Please read the notices carefully.

These notices apply only to individual Borrowers or Guarantors and individuals who are pledging collateral, granting a lien on real property or are otherwise obligated to the Bank ("Obligors"):

(1) AFFILIATE SHARING NOTICE

From time to time the Bank may share information about the Obligor's experience with Bank of America Corporation (or any successor company) and its subsidiaries and affiliated companies (the "Affiliates"), including, but not limited to, the Bank of America Companies listed in notice #2 below. The Bank may also share with the Affiliates credit-related information contained in any applications, from credit reports and information it may obtain about the Obligor from outside sources.

If the Obligor is an individual, the Obligor may instruct the Bank not to share this information with the Affiliates. The Obligor can make this election by (1) calling the Bank at 1.888.341.5000, (2) visiting the Bank online at www.bankofamerica.com, selecting "Privacy & Security," and then selecting "Set Your Privacy Preferences," or (3) contacting the Obligor's client manager or local banking center. To help the Bank complete the Obligor's request, the Obligor should include the Obligor's name, address, phone number, account number(s) and social security number.

If the Obligor makes this election, certain products or services may not be made available to the Obligor. This request will apply to information from applications, consumer reports and other outside sources only. Through the normal course of doing business, including servicing the Obligor's accounts and better serving the Obligor's financial needs, the Bank will continue to share transaction and account experience information, as well as other general information among the Affiliates.

(2) AFFILIATE MARKETING NOTICE – YOUR CHOICE TO LIMIT MARKETING

- *The Bank of America companies listed below are providing this notice #2.*
- *Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.*
- *You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history, and your credit score.*
- *Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before*

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your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years.

- *You may tell us your choice to limit marketing offers and you may tell us the choices for other customers who are joint account holders with you.*
- *This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.*
- *For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.*

To limit marketing offers, contact us at 800.282.2884

Bank of America Companies:

This notice applies to all Bank of America entities that utilize the names:

Bank of America

Banc of America

UStTrust

Merrill Lynch

LandSafe

These entities include banks and trust companies; credit card companies; brokerage and investment companies; insurance and annuities companies; and real estate companies. In addition, this notice applies to the following Bank of America companies:

Fleet Credit Card Services, LP

Managed Account Advisors LLC

The Princeton Retirement Group, Inc.

GPC Securities, Inc.

General Fidelity Life Insurance Company

SA Mortgage Services, LLC

KBA Mortgage, LLC

NationsCredit Financial Services Corporation

BAL Corporate Aviation, LLC

BAL Energy Holding, LLC

BAL Energy Management, LLC

BAL Investment & Advisory, Inc.

BAL Solar I, LLC

BAL Solar II, LLC

BAL Solar III, LLC

BAPCC II, LLC