

UNOFFICIAL COPY

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FIRST SUPPLEMENT

To

ASSIGNMENT OF LEASE AND AGREEMENT

From

ZAYRE THIRD REALTY CORP.,  
as Assignor

And

CHICAGO TRADING CORP.,  
as Lessee

To

SHAWMUT BANK OF BOSTON, N.A.

And

MAX GOLDSMITH,  
as Trustees

Dated as of October 1, 1985

Supplementing Assignment of Lease and Agreement  
Dated as of December 15, 1969

Property of Cook County Clerk's Office

70-19-615-DN

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Return to:  
Box 333 DN

BOX 333 - TH

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FIRST SCHEDULE

ASSIGNMENT OF LEASE AND AGREEMENT

from  
RAYON TRISTE REALTY CORP.,  
as Assignor

and  
CHICAGO TRADING CORP.,  
as Assignee

of the same of BOSTON, MASS.

and  
MAX GOLDMITH,  
as Trustee

Dated as of October 1, 1985

Supplementing Assignment of Lease and Agreement  
Dated as of December 12, 1989

Property of Cook County Clerk's Office

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THIS FIRST SUPPLEMENT TO ASSIGNMENT OF LEASE AND AGREEMENT, dated as of October 1, 1985 (herein called this Supplement), from ZAYRE THIRD REALTY CORP., a Delaware corporation (herein called Assignor), having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, and CHICAGO TRADING CORP., an Illinois corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, to SHAWMUT BANK OF BOSTON, N.A., as trustee (formerly, The National Shawmut Bank of Boston) (herein, together with its successors and assigns as such trustee, called the Trustee), having a corporate trust office at One Federal Street, Boston, Massachusetts 02211, and MAX GOLDSMITH (as successor individual trustee to W. B. Wadland), as individual trustee (hereinafter, together with his successors and assigns as such individual trustee, called the Individual Trustee), having an address c/o the Trustee at One Federal Street, Boston, Massachusetts 02211, as trustees (herein, together with all separate trustees and co-trustees appointed as provided in Section 8.6 of the Original Indenture hereinafter referred to, collectively called the Trustees) under an Indenture of Mortgage and Deed of Trust, dated as of December 15, 1969, as supplemented by a Supplement to Indenture of Mortgage and Deed of Trust, dated as of December 15, 1970 (herein called the Original Indenture), between Assignor and the Trustees, as supplemented by a Second Supplement to Indenture of Mortgage and Deed of Trust, dated as of the date hereof (herein called the Second Supplemental Indenture).

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THIS FIRST AGREEMENT TO ASSIGNMENT OF LEASE AND AGREEMENT, dated as of October 1, 1995 (herein called this Agreement), from CARRIE THIRD REALTY COMPANY, a Delaware corporation (herein called Assignor), having an address at 710 Conditway Road, Framingham, Massachusetts 01701, and CHICAGO TRADING COMPANY, an Illinois corporation (herein together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets, and any other entity, called Assignee), having an address at 100 Lombard Street, Framingham, Massachusetts 01701, to SHAWMUT BANK OF BOSTON, N.A., as trustee (herein, the National Business Bank of Boston (herein together with its successors and assigns in such capacity, called the Trustee), having a corporate trust office at the Federal Street, Boston, Massachusetts 02111, and MAX GOLDSTEIN (an individual (herein called Max Goldstein) together with his successors and assigns as individual trustee (herein called the Individual Trustee), having an address at the location of the Federal Street, Boston, Massachusetts 02111, as trustee) (herein, together with all separate trustees and co-trustees appointed as provided in section 5.01 of the Original Indenture hereinafter referred to, collectively called the Trustee) under an Indenture of Mortgage and Lease of Trust, dated as of December 13, 1993, as supplemented by a Supplement to Indenture of Mortgage and Lease of Trust, dated as of December 15, 1994 (herein called the Original Indenture), between Assignor and the Trustee, as supplemented by a second Supplement to Indenture of Mortgage and Lease of Trust, dated as of the date hereof (herein called the Second Supplemental Indenture).

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## PRELIMINARY STATEMENT

Assignor and Lessee entered into an Assignment of Lease and Agreement, dated as of December 15, 1969 (herein called the Original Assignment), from Assignor and Lessee to the Trustees, pursuant to which Assignor, as collateral security, assigned to the Trustees its rights, as lessor under a Lease Agreement, dated as of December 15, 1969 (herein called the Original Lease), between Assignor, as lessor, and Lessee, as lessee, of the Property described therein (herein called the Original Property), the land portion of which is described in Schedule A thereto. The Original Assignment was duly recorded in the office of the Illinois Recorder of Deeds for Cook County.

Assignor has purchased a certain parcel of land together with the improvements located thereon adjacent to the Original Property (the Additional Property), and Lessee has added certain alterations and additions to the Original Property and the Additional Property (the Additions) and in connection therewith Assignor and Lessee have entered into a First Supplement to Lease Agreement, dated as of the date hereof (herein called the Lease Supplement). Pursuant to paragraph 19 of the Original Lease, Assignor may be reimbursed for its expenses incurred in connection with the purchase of the Additional Property and may reimburse Lessee for its expenses incurred or to be incurred in connection with the Additions. Assignor intends to finance the cost of purchasing the Additional Property and reimbursing Lessee through the issuance of its 11.50% Improvement Notes, Series C, due January 1, 2001 (the Series C Improvement Notes) in an aggregate principal amount not to exceed \$4,400,000 under and secured by the Original Indenture, as supplemented by the Supplemental Indenture. In order to fulfill the conditions for the issuance of the Series C Improvement Notes set forth in the Original Lease and the

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## PRELIMINARY STATEMENT

Assignor and Lessee entered into an Assignment of Lease and Agreement, dated as of December 15, 1959 (herein called the Original Assignment), from Assignor and Lessee to the Assignee, pursuant to which Assignor, as collateral security, assigned to the Assignee its rights, as Lessor under a Lease Agreement, dated as of December 15, 1959 (herein called the Original Lease), between Assignor, as Lessor, and Lessee, as Lessee, of the property described therein (herein called the Original Property), the land portion of which is described in Schedule A thereto. The Original Assignment was duly recorded in the office of the Illinois Recorder of Deeds for Cook County.

Assignor has maintained a certain parcel of land together with the improvements located thereon adjacent to the Original Property (the Additional Property), and Lessee has added certain alterations and additions to the Original Property and the Additional Property (the Additions) and in connection therewith Assignor and Lessee have entered into a First Supplement to Lease Agreement, dated as of the date herein (herein called the Lease Supplement). Pursuant to paragraph 12 of the Original Lease, Assignor may be reimbursed for the expenses incurred in connection with the purchase of the Additional Property and any reimburse Lessee for its expenses incurred or to be incurred in connection with the Additions. Assignor intends to finance the cost of purchasing the Additional Property and reimbursing Lessee through the issuance of the 11-508 Equipment Bond, Series 5, 400 January 1, 1961 (the Series 5 Equipment Bond) in an aggregate principal amount not to exceed \$4,000,000 which said amount is secured by the Original Instrument, as supplemented by the Supplemental Instrument. In order to fulfill the conditions for the issuance of the Series 5 Improvement Notes set forth in the Original Lease and the

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Original Indenture and in order to induce the purchasers to purchase the Series C Improvement Notes, Assignor and Lessee are entering into the undertakings herein set forth.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The term "Assignment" as used in the Original Assignment, as supplemented by this Supplement, shall, unless the context otherwise requires, mean the Original Assignment as amended and supplemented by this Supplement and as the same may be further amended and supplemented from time to time as permitted thereby.

2. The term "Indenture" as used in this Supplement and in the Original Assignment shall mean the Original Indenture, as amended and supplemented by the Second Supplemental Indenture, and as the same may be further supplemented and amended from time to time as permitted thereby.

3. The term "Lease" as used in this Supplement and in the Original Assignment shall mean the Original Lease, as amended and supplemented by the Lease Supplement and as further amended and supplemented from time to time as permitted thereby.

4. The term "Notes" as used in this Supplement and in the Original Assignment shall mean the Notes, as defined in the Original Assignment, together with the Series C Improvement Notes.

5. The Original Supplement is hereby amended by deleting Schedule A thereto in its entirety and by substituting in lieu thereof the Schedule A attached hereto.

6. Assignor, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, in furtherance of the covenants of the Indenture and as security for the payment of the principal of and premium, if any, and interest and all other sums

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Original Indenture and in order to issue the warrants to purchase the

Series C Improvement Notes, Assignors and Assignees are entering into the

understandings hereinafter recited.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The term "Assignment" as used in the Original Assignment, as

supplemented by this Supplement, shall, unless the context otherwise requires,

mean the Original Assignment as amended and supplemented by this Supplement,

and as the same may be further amended and supplemented from time to time as

permitted hereby.

2. The term "Indenture" as used in this Supplement and in the

Original Assignment shall mean the Original Indenture, as amended and

supplemented by the Second Supplemental Indenture, and as the same may be

further supplemented and amended from time to time as permitted hereby.

3. The term "Notes" as used in this Supplement and in the Original

Assignment shall mean the Original Notes, as amended and supplemented by the

Issue Supplement and as further amended and supplemented from time to time as

permitted hereby.

4. The term "Notes" as used in this Supplement and in the Original

Assignment shall mean the Notes, as defined in the Original Assignment,

together with the Series C Improvement Notes.

5. The Original Supplement is hereby amended by deleting Schedule A

therein in its entirety and by substituting in lieu thereof the Schedule A

attached hereto.

6. Assignors, in consideration of the present and other good and

valuable consideration, the receipt of which is hereby acknowledged, in

testimony of the payment of the Indenture and as security for the payment

of the principal of and interest, if any, and interest and all other sums

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payable on the Notes, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, hereby confirms and agrees that Assignor has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Trustees (in the case of the Trustee, only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes of the Assignment) all of Assignor's estate, right, title and interest as lessor under the Lease, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, in the manner and to the extent specified in the Assignment.

7. The Assignment is executed as collateral security, and the execution and delivery of this Supplement shall not in any way impair or diminish the obligations of Assignor under the Lease nor shall any of such obligations be imposed upon the Trustees.

8. Lessee consents to the provisions of this Supplement, and confirms its agreement to pay and deliver to the Trustees all rentals and other sums assigned to the Trustees pursuant to the Assignment, without offset, counterclaim, deduction, suspension, defense, abatement, deferment or diminution, and will not, for any reason whatsoever, seek to recover from the Trustees any moneys paid to the Trustees by virtue of the Assignment. Lessee agrees that all sums payable to the Trustees or either of them pursuant to the Assignment shall be forwarded in such a manner that the Trustees or either of them shall have "collected funds" on the date on which such sums are due and payable.

9. Assignor and Lessee hereby confirm that the Original Assignment, as supplemented and amended by this Supplement, shall be and remain in full force and effect with respect to the Lease.

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payable on the notes, and of all other sums payable under the indenture and the performance and observance of the provisions thereof, hereby confirm and agree that Assignor has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Trustee (in the case of the Trustee, only to the extent of his legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes of the assignment) all of Assignor's estate, right, title and interest as lessor under the lease, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the lease, in the manner and to the extent specified in the Assignment.

7. The Assignment is executed as collateral security, and the execution and delivery of this Supplement shall not in any way impair or diminish the obligations of Assignor under the lease nor shall any of such obligations be imposed upon the Trustee.

8. Lessee consents to the provisions of this Supplement, and continues its agreement to pay and deliver to the Trustee all rentals and other sums assigned to the Trustee pursuant to the Assignment, without offset, counterclaim, deduction, suspension, deferral, abatement or distinction, and will not, for any reason whatsoever, seek to recover from the Trustee any moneys paid to the Trustee by virtue of the Assignment. Lessee agrees that all sums payable to the Trustee or either of them pursuant to the Assignment shall be forwarded in such a manner that the Trustee or either of them shall have "collected funds" on the date on which such sums are due and payable.

9. Assignor and Lessee hereby confirm that the Original Assignment, as supplemented and amended by this Supplement, shall be and remain in full force and effect with respect to the lease.

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10. This Supplement is hereby made supplemental to and a part of the Original Assignment, and, except as expressly amended and supplemented by this Supplement, the Original Assignment is hereby ratified and confirmed in all respects.

11. The following is Schedule A referred to in this Supplement and is hereby incorporated by reference herein.

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10. The Department is hereby notified of the receipt of the original assignment, and a copy is being furnished to the Department, the original assignment is hereby notified and certified in all

11. The following is a schedule of items retained in this assignment and is hereby acknowledged by reference hereto.

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## SCHEDULE A

### PROPERTY DESCRIPTION

THAT PART OF THE WEST 2/3 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF SAID SOUTH WEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH THE SOUTH LINE OF THE NORTH 33 OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF 115TH STREET); THENCE EAST ALONG THE SOUTH LINE OF 115TH STREET, 1537.18 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 1217.79 FEET; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 420 FEET AND AN ARC DISTANCE OF 529.45 FEET TO A POINT WHICH IS 959 FEET SOUTH FROM NORTH LINE OF SAID SOUTH WEST 1/4, AND 599.85 FEET, MEASURED PARALLEL WITH SAID NORTH LINE OF THE SOUTH WEST 1/4, WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE WEST ALONG A LINE WHICH IS 959 FEET SOUTH FROM AND PARALLEL WITH NORTH LINE OF SAID SOUTH WEST 1/4, (SAID PARALLEL LINE BEING TANGENT TO LAST DESCRIBED CURVE), A DISTANCE OF 1137.53 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE; THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE, A DISTANCE OF 926 FEET TO THE POINT OF BEGINNING, (EXCEPTING THOSE PARTS THEREOF TAKEN AND USED FOR 115th STREET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

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24-21-300-008 RP.  
24-21-300-010  
Central Avenue & 115th Street

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GENERAL A

## PROPERTY DESCRIPTION

THAT PART OF THE WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/4 FEET OF SAID SOUTH WEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH THE SOUTH LINE OF THE NORTH 1/4 OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID AVENUE); THENCE EAST ALONG THE SOUTH LINE OF SAID AVENUE 132.33 FEET TO AN INTERSECTION WITH A LINE WHICH IS 100 FEET, MEASURED PERPENDICULARLY, FROM SAID EAST LINE WITH THE EAST LINE OF THE SAID WEST 1/4 OF THE SOUTH WEST 1/4 (SAID SOUTH WEST 1/4 BEING NORTH ON EAST DESCRIBED LINE A DISTANCE OF 113.33 FEET); THENCE NORTHWESTLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 200 FEET AND AN ARC DISTANCE OF 139.44 FEET TO A POINT WHICH IS 200 FEET SOUTH FROM THE EAST LINE OF SAID SOUTH WEST 1/4, AND 100.88 FEET, MEASURED PERPENDICULARLY WITH SAID NORTH LINE OF THE SOUTH WEST 1/4, WEST FROM THE EAST LINE OF SAID SOUTH WEST 1/4; THENCE WEST ALONG A LINE WHICH IS 200 FEET SOUTH FROM AND PARALLEL WITH NORTH LINE OF SAID SOUTH WEST 1/4, (SAID PARALLEL LINE ALSO BEING TO EAST DESCRIBED CURVE), A DISTANCE OF 113.33 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE; THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM PART THEREOF TAKEN AND USED FOR 113.33 FEET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

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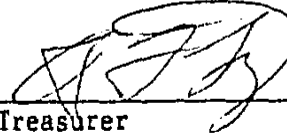
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 20-2-2008  
 113.33 Street


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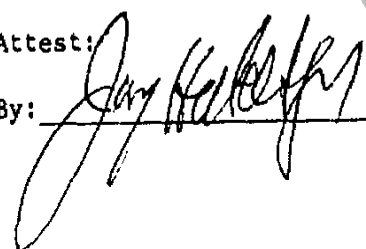
8 5 2 9 7 7 0 1

IN WITNESS WHEREOF, Assignor and Lessee have caused this First Supplement to Assignment of Lease and Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized.

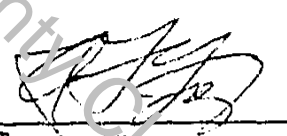
ZAYRE THIRD REALTY CORP.,  
as Assignor

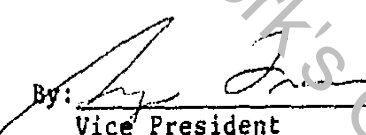
By:   
Treasurer

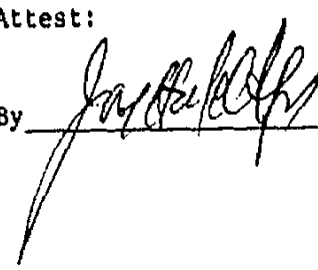
By:   
Vice President

Attest:  
By: 

CHICAGO TRADING CORP.,  
as Lessee

By:   
Treasurer

By:   
Vice President

Attest:  
By: 

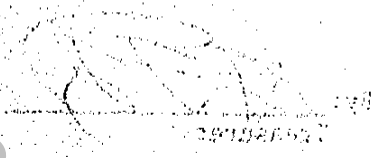
Property of Cook County Clerk's Office

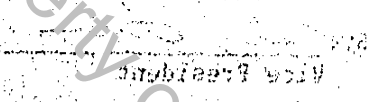
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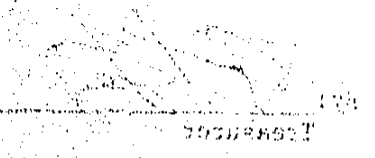
BY ORDER OF THE BOARD OF DIRECTORS, THE BOARD OF DIRECTORS OF THE COMPANY HAS APPROVED THE ASSIGNMENT TO ASSIGNMENT OF SHARES AND AGREEMENT TO BE EXECUTED AND THEIR RESPECTIVE CORPORATE SEALS TO BE HEREIN ATTACHED AND SIGNED BY THEIR RESPECTIVE OFFICERS AS SHOWN ON THIS INSTRUMENT.

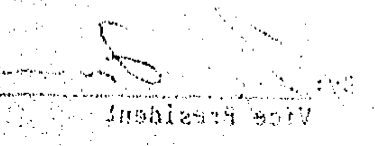
CHICAGO TRADING CORP.,  
as Assignor

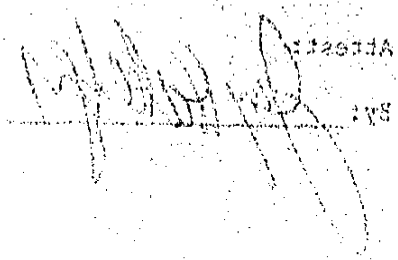
  
\_\_\_\_\_  
Vice President

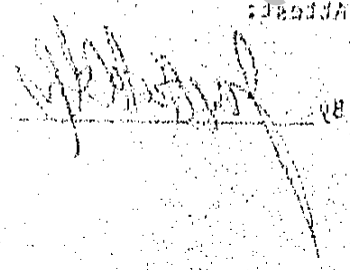
  
\_\_\_\_\_  
Vice President

CHICAGO TRADING CORP.,  
as Assignee

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Vice President

Attest:  
By: 

Attest:  
By: 

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## CONSENT

The undersigned have hereunto set their hands and seals for the purpose of consenting to the foregoing First Supplement to Assignment of Lease and Agreement.

SHAWMUT BANK OF BOSTON, N.A.,  
as Trustee

By: Kevin Constantino  
Authorized Officer

[Seal]

Attest:

Max Goldsmith  
~~Trust Officer~~  
CORPORATE TRUST OFFICER

Max Goldsmith  
MAX GOLDSMITH,  
as Individual Trustee

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The undersigned have heretofore set their hands and seals for the purpose of recording to the foregoing final judgment of the court and agreement.

SHAWNT BARRON OF BOSTON, N.H.  
as trustee

*Shawnt Barron*  
Trustee

[Seal]

Attest:

*Shawnt Barron*  
Trustee

RECORDED TO BE RECORDED

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[Illinois]

Commonwealth of Massachusetts )
)
County of Middlesex ) ss.:

On this the 26th day of November, 1985, before me, H. ELIZABETH REED, the undersigned officer, personally appeared Arthur F. Loewy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of Zayre Third Realty Corp., a Delaware corporation, and that they, as such Treasurer and Vice President, being authorized so to do, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

M. Elizabeth Reed
Notary Public

[Seal]

My Commission Expires:

M. ELIZABETH REED
Notary Public
My Commission Expires December 21, 1991

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[Illegible]

Commonwealth of Massachusetts

County of Middlesex

On this the ... day of November, 1982, before me, the undersigned officer, personally appeared Arthur J. Lowy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of ... Realty Corp., a Delaware corporation, and that they as such Treasurer and Vice President, being authorized to do so, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

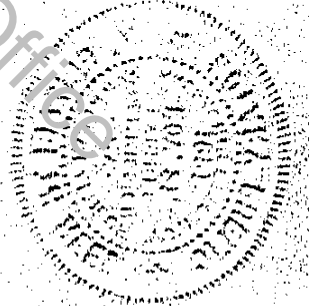
IN WITNESS WHEREOF, I hereunto set my hand and

Official Seal

[Illegible Signature]  
Notary Public

My Commission Expires:

[Illegible]



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[Illinois]

Commonwealth of Massachusetts )  
County of Middlesex ) ss.:

On this the 26th day of November, 1985, before me, H. ELIZABETH CARD, the undersigned officer, personally appeared Arthur F. Loewy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of Chicago Trading Corp an Illinois corporation, and that they, as such Treasurer and Vice President, being authorized so to do, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

H. Elizabeth Card  
Notary Public

[Seal]

My Commission Expires:

NOVEMBER 21, 1986

My Commission Expires November 21, 1986

85 297 701

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Commonwealth of Massachusetts

County of Middlesex

On this the \_\_\_\_\_ day of November, 1985, before me, \_\_\_\_\_, the undersigned officer, personally appeared Arthur F. Cooky and George Brennan who acknowledged themselves to be a Treasurer and Vice President of \_\_\_\_\_, a corporation, and that they, as such Treasurer and Vice President, being authorized to do so, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and

official seal

*[Signature]*  
 Notary Public

My Commission Expires:



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0 3 2 9 7 7 0 1  
[Illinois]

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this the <sup>25<sup>th</sup></sup> day of November, 1985, before me, Paul Masuret, the undersigned officer, personally appeared Kevin Constantino and Kathleen M. Sederquist, who acknowledged themselves to be Authorized Officer and Corporate Trust Officer of Shawmut Bank of Boston, N.A., a Massachusetts corporation, and that they, as such Authorized officer and Corporate Trust officer, being authorized so to do, executed the foregoing instrument on behalf of said Massachusetts corporation for the purpose therein contained, by signing the name of the Massachusetts corporation by themselves as a Authorized officer and Corporate Trust officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paul Masuret 11/25/85  
Notary Public

[Seal]

My Commission Expires:

PAUL MASURET  
Notary Public  
My Commission Expires February 6, 1992

85 297 701

Cook County Clerk's Office

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(Illegible)

COMMONWEALTH OF MASSACHUSETTS

1985

COUNTY OF SUFFOLK

On this the 2 day of November, 1985, before me, Paul Masbret, a Notary Public in and for the County of Suffolk, State of Massachusetts, appeared John J. [Illegible] and [Illegible] who acknowledged to me that they are the legal owners of the [Illegible] and [Illegible] in the County of Suffolk, State of Massachusetts, and that they, as such, authorized me to do and execute the instrument on behalf of said [Illegible] corporation for the purpose therein contained, by signing the name of the Massachusetts corporation by [Illegible] and [Illegible].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: [Illegible]

PAUL MASBRET  
Notary Public

My Commission Expires February 6, 1993

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COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

I, Paul Masuret, a notary public residing in the county and state aforesaid, do certify that Max Goldsmith, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25<sup>th</sup> day of November, 1985.

Paul Masuret 11/25/85  
Notary Public

My commission expires:

PAUL MASURET  
Notary Public

[Seal]

My Commission Expires February 6, 1992

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(illegible)

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

I, Paul Margaret, a Notary Public  
residing in the County and State aforesaid, do hereby  
certify that Max Delbecq, who is personally to me known, this  
day appeared before me personally and did acknowledge  
that he did sign and deliver the foregoing instrument  
of his own free will and accord for the purposes therein  
named and expressed.

In witness whereof, I have hereunto set my hand  
and official seal, this 17th day of November, 1982.

Notary Public

My commission expires:

PAUL MARGARET  
Notary Public

My Commission Expires February 6, 1985

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